THE STATE OF THE S
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#### STATE OF NEW JERSEY REQUEST FOR PROPOSAL

FOR: CIVIL RIGHTS CASE MANAGEMENT

04-X-35985 BID NUMBER:

**SYSTEM** 

\*\*\*RFP ON WEB\*\*\*

TERM CONTRACT #: T-2251 REQUESTING AGENCY: 822050

**ESTIMATED AMOUNT:** 

CONTRACT EFFECTIVE DATE: TBD COOPERATIVE PURCHASING: NO

**DIRECT QUESTIONS CONCERNING THIS RFP TO:** 

MARY LOU GOHO

PHONE NUMBER: (609) 292-4927 FAX NUMBER: (609) 292-5170

	SET ASIDE: NOT APPLICABLE	F	FAX NUMBER: (609) 292-5170
TO BE COMPLETED BY BIDDER:			
Firm Name:		Addres	dress:

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2. PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON March 12, 2004, AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, 33 WEST STATE STREET, 9TH FLOOR, PO BOX 230, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED
- 2) THE BIDDER MUST SIGN THE PROPOSAL
- THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF 0%. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: BID BOND ATTACHED: N/A CERTIFIED OR CASHIERS CHECK ATTACHED: N/A LETTER OF CREDIT ATTACHED: N/A
- THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
- THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE AT THE FOLLOWING DATE AND TIME: FEBRUARY 19, 2004, 9:30 AM, 9<sup>TH</sup> FLOOR BID ROOM, 33 WEST STATE STREET, TRENTON, NJ 08625-0230.

#### ADDITIONAL REQUIREMENTS

9) PERFORMANCE SECURITY: 0%

- 10) PAYMENT RETENTION: 10%
- 11) AN AFFIRMATIVE ACTION FORM (ATTACHED)
- 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHED)
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-3.2).

#### TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE\_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 19) BIDDER FAX NO. \_
- 20) BIDDER E-MAIL ADDRESS. \_

21) BIDDER FEDERAL ID NO.

22) YOUR BID REFERENCE NO.

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE

### **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <a href="http://www.nj.gov/treasury/purchase/forms/forms.htm">http://www.nj.gov/treasury/purchase/forms/forms.htm</a> and either submit a bidder's application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you are already on the Purchase Bureau bid list file and need to change your information, i.e., address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 984-1461. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to "remit-to" addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

			OWNERSHIP DI	SCLOSURE FOR	VI		
NEW DIVIS 33 W PO E	SION OF PUF /. STATE ST., BOX 230	ERSEY PARTMENT OF THE TREASURY RCHASE & PROPERTY 9TH FLOOR JERSEY 08625-0230		BID NUMBER: 04-X-359 BIDDER:	985		
	RUCTIONS:			ld and any ownership interest of a	all officers of the firm named above. If	additional	space is
NAME		HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNER (Shares Owne	SHIP INTER	
INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.  OWNERSHIP INTEREST  HOME ADDRESS  DATE OF BIRTH  OFFICE HELD  (Shares Owned or % of Partnership)							
			COMPLETE ALL	QUESTIONS BELOW		YES	NO
1.		ast five years has another company c closure form reflecting previous owner		ter interest in the firm identified at	pove? (If yes, complete and attach a		
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)							
3.	3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)						
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)							
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)							
<u>CERTIFICATION</u> : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.							
		rized, certify that the information supp by me are true. I am aware that if any			the best of my knowledge, I certify that oject to punishment.	all of the f	oregoing
Com	pany Name: _					(Sigi	nature)
Addr	ess:		PRIN	T OR TYPE:			(Name)
			PRIN	T OR TYPE:			(Title)

PB-ODF.1 R4/29/96

FEIN/SSN#: \_

Date

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL		
DEPT OF THE TREASURY	BID NUMBER: 04-X-35985		
DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR	NAME OF BIDDER:		
PO BOX 230 TRENTON, NEW JERSEY 08625-0230			
TRENTON, NEW JERGET 00023-0230			
s	SUPPLEMENT TO BID SPECIFICATIONS		
DURING THE PERFORMANCE OF THIS CONTRAC	T, THE CONTRACTOR AGREES AS FOLLOWS:		
APPLICANT FOR EMPLOYMENT BECAUSE OF A AFFECTIONAL OR SEXUAL ORIENTATION. THE C ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYED, AND THAT EMPLOYED, AND THAT EMPLOYED, BUT NOT BE LIMITE RECRUITMENT OR RECRUITMENT ADVERTISING AND SELECTION FOR TRAINING, INCLUDING AF	ERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR GE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, ONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS MPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, CESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; PRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, OR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE NONDISCRIMINATION CLAUSE;		
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.			
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.			
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.			
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.			
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.			
THAT ALL PERSONNEL TESTING CONFORMS WIT	REES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THE THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES W JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE		
DOWNGRADING AND LAYOFF TO ENSURE THAN NATIONAL ORIGIN, ANCESTRY, MARITAL STATE	AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, AT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, TUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE I WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND DERAL COURT DECISIONS.		

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS

ACTION REGULATIONS
PLEASE CHECK APPROPRIATE BOX (ONE ONLY)
HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

REV. 12/90

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE

COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY

DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

- Item 2 Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- **Item 3** Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- **Item 4** Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.
- **Item 5** Enter the physical location of the company, include City, County, State and Zip Code.
- **Item 6** Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- Item 7 Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.
- **Item 8** Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.
- **Item 9 -** If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.
- **Item 10** Enter the total number of employees at the establishment being awarded the contract.

- **Item 11** Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.
- Item 12 Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

- **Item 13** Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- **Item 14** Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- **Item 15** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- **Item 16 -** If the answer to Item 15 is "No", enter the date when this company submitted the last Employee Information Report.
- **Item 17** Print or type the name of the person completing this form. Include the signature, title and date.
- **Item 18** Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### State of New Jersey AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE IMPORTANT: TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. SECTION A - COMPANY IDENTIFICATION 1. FID. NO. OR SOCIAL SECURITY 2. TYPE OF BUSINESS 3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE **COMPANY** ☐ 1. MFG. ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER 4. COMPANY NAME 5. STREET COUNTY CITY STATE ZIP CODE 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE ☐ YES 7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? ■ SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER 8. CHECK ONE: IS THE COMPANY: 9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: 10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 11. PUBLIC AGENCY AWARDING CONTRACT: CITY STATE ZIP CODE OFFICIAL USE ONLY **DATE RECEIVED OUT OF STATE PERCENTAGES ASSIGNED CERTIFICATION NUMBER** MO/DAY/YR COUNTY **MINORITY FEMALE** SECTION B - EMPLOYMENT DATA 12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3. ALL EMPLOYEES MINORITY GROUP EMPLOYEES (PERMANENT) MALE **FEMALE** Col. 1 Col. 2 Col. 3 **JOB** AMERICA N INDIAN TOTAL MALE **FEMALE** BI ACK ΔSΙΔΝ BL ACK AMERICAN ASIAN **CATEGORIES** (Cols. 2&3) Officials and Managers **Professionals Technicians** Sales Workers Office and Clerical Craftworkers (Skilled) Operatives (Semi-skilled) Laborers (Unskilled) **Service Workers TOTAL** Total employment from Previous Report (if any) The data below shall NOT be included in the request for the categories above. Temporary and Part-time Employees 13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B 15. IS THIS THE FIRST EMPLOYEE 16. IF NO, DATE OF LAST REPORT SUBMITTED INFORMATION REPORT (AA.302) SUBMITTED? □ 1. VISUAL SURVEY □ 2. EMPLOYMENT RECORD □ 3. OTHER (SPECIFY) 14. DATES OF PAYROLL PERIOD USED MO. | DAY | YEAR | 1. YES □ 2. NO SECTION C - SIGNATURE AND IDENTIFICATION 17. NAME OF PERSON COMPLETING FORM (PRINT OR **SIGNATURE** TITLE TYPE)(?CONTRACTOR EEO OFFIECER MO. | DAY | YEAR | 18. ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302



#### **RECIPROCITY FORM**

#### IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form or resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Please Print

# NOTICE TO ALL BIDDERS REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34	4-12.2 that the entity for which I am authorized to bid:
presence therein through the operation	s in Northern Ireland and does not maintain a physical of offices, plants, factories, or similar facilities, either ies, subsidiaries or affiliated companies over which it
Ireland in accordance with the MacBride forth in N.J.S.A. 52:18A-89.8 and in conf	to conduct any business operations it has in Northern principles of nondiscrimination in employment as set formance with the United Kingdom's Fair Employment mit independent monitoring of their compliance with
I certify that the foregoing statements m foregoing statements made by me are wil	nade by me are true. I am aware that if any of the Ifully false, I am subject to punishment.
	Signature of Bidder
	Name (Type or Print)
	Title Name (Type or Print)
	Name of Company Name (Type or Print)
	Date

## STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### 1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at. <a href="http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity">http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity</a>
- 1.2 <u>ANTI-DISCRIMINATION</u> All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.I0:5-1 et seq. and N.J.S.A.I0:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 <u>AMERICANS WITH DISABILITIES ACT</u> The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 <u>THE WORKER AND COMMUNITY RIGHT TO KNOW ACT</u> The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 <u>OWNERSHIP DISCLOSURE</u> Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 <u>COMPLIANCE LAWS</u> The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 <u>COMPLIANCE STATE LAWS</u> It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 <u>COMPLIANCE CODES</u> The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

#### 2. <u>LIABILITIES</u>

- 2.1 <u>LIABILITY COPYRIGHT</u> The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 <u>INDEMNIFICATION</u> The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 <u>INSURANCE</u> The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
  - (1) BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  - (2) PRODUCTS/COMPLETED OPERATIONS
  - (3) PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily Injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE \$100,000 DISEASE EACH EMPLOYEE \$500,000 DISEASE AGGREGATE LIMIT

#### 3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 <u>CONTRACT AMOUNT</u> The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

#### 3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
  - (1) A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  - (2) The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - (a) Issue an award notice for those offers accepted by the State;
    - (b) Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  - (1) The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  - (2) The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 <u>VENDOR RIGHT TO PROTEST - INTENT TO AWARD</u> - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall

provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

#### 3.5 TERMINATION OF CONTRACT

a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  - (1) Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seg., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  - (2) Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
- **3.6** <u>COMPLAINTS</u> Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
  - N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
  - N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES N.J.S.A. 18A:64A 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- **3.11** <u>SUBCONTRACTING OR ASSIGNMENT</u> The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

- 3.12 <u>MERGERS, ACQUISITIONS</u> If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
  - a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
  - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
  - c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

#### 3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.
- 3.14 <u>DELIVERY GUARANTEES</u> Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.15 <u>DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE</u> The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.
- 3.16 BID ACCEPTANCES AND REJECTIONS The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
- **3.17** STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

- **3.18** STATE'S RIGHT TO REQUEST FURTHER INFORMATION The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
- **3.19** MAINTENANCE OF RECORDS The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### 4. TERMS RELATING TO PRICE QUOTATION

**4.1** PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 <u>DELIVERY COSTS</u> Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.
  - F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
- 4.3 C.O.D. TERMS C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- **4.4** TAX CHARGES The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- **4.7 RECIPROCITY** In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
- 5. <u>CASH DISCOUNTS</u> Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
  - a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest
  - b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
- 6. <u>STANDARDS PROHIBITING CONFLICTS OF INTEREST</u> The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
  - a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
  - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
  - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c

#### **REQUIRED SUBMISSION**

# STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTING OF THE BID AS NON-RESPONSIVE.

	DPP Solicitation Number:	DPP Solicitation Title:	
	04-X-35985	Civil Rights Case Management Sy	/stem
	Bidder's Name and Address:		
INSTR	<b>UCTIONS</b> : PLEASE CHECK ONE O	F THE BELOW LISTED BOXES:	
	If awarded this contract, I will engage su	ubcontractors to provide certain goods and/or se	rvices.
		GAGE SUBCONTRACTORS MUST ALSO SUB ATION PLAN WITH THEIR BID PROPOSALS.	MIT A COMPLETED AND
		to engage subcontractors to provide any goods ( END TO ENGAGE SUBCONTRACTORS M	
I hereb	y certify that if the award is granted	to my firm and if I determine at any time of	during the course of the
		de certain goods and/or services, I will sub he Division of Purchase and Property in	
engage	ement of subcontractors. Additionall	y, I certify that in engaging subcontractors, de goals established for this contract, and I	I will make a good faith
		e tithe NJAC 17:13-4 and the <i>Notice to All</i>	
PRINC	IPAL OF FIRM		
	(Signature)	(Title)	(Date)
PB-SA-7	(9/01)		

#### **REQUIRED SUBMISSION**

STATE OF NEW JERSEY • DIVISION OF PURCHASE AND PROPERTY (DPP)  SUBCONTRACTOR UTILIZATION PLAN  (REFERENCED IN THE SOLICITATION TERMS AND CONDITIONS)	DPP Solicitation No.: 04-X-35985
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid.  BIDDER'S NAME AND ADDRESS:	DPP Solicitation Title:  CIVIL RIGHTS CASE MANAGEMENT SYSTEM  ***RFP ON WEB***
	<ul><li>Bidder's Telephone No.:</li><li>Bidder's Contact Person:</li></ul>

**INSTRUCTIONS**: List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT(S)

it has been listed on this Plan and that each sub	Plan (Plan) is being submitted in good faith. I certify that each contractor has consented, in writing, to its name being subtraction of the Plan, in writing, if the award is granted to my firm y upon request.	mitted for this contract. Additionally, I
I further certify that all information contained in th in awarding the contract.	is Plan is true and correct and I acknowledge that the State	will rely on the truth of the information
PRINCIPAL OF FIRM:		
(Signature)	(Title)	(Date)

PB-SA-3 Revised 9/01

## NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to <u>P.L.</u> 1995, <u>c.</u> 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to <u>P.L.</u> 1987, <u>c.</u>184 (c.52:32-32 <u>et seq.</u>), to the taxpayer shall be stayed.

Signature	Date

#### **TABLE OF CONTENTS**

1.0 INFORMATION FOR BIDDERS	20
1.1 Purpose And Intent	
1.2 Background	
1.3 Key Events	22
1.4 Additional Information	
2.0 DEFINITIONS	25
3.0 SCOPE OF WORK	28
3.1 Overview	28
3.2 Design Requirements	
3.3 Infrastructure	33
3.4 Hardware / Software Recommendations	
3.5 Web-Based Architecture	
3.6 Data Management	35
3.7 Other Application Software Considerations	
3.8 Specification Of Workflow Processes	
3.9 Case Management Software Requirements	
3.10 Workflow Management Software Requirements	
3.11 Document Management Software Requirements	
3.12 Data Query, Retrieval And Reporting Requirements	
3.13 Report Interface with EEOC Charge Data System	
3.14 Data Loading Issues	
3.15 Number And Description Of Users	
3.16 Training	
3.17 Documentation	
3.18 Onsite Work / Acceptance Testing / Rollout Plans	
3.19 Performance / Follow-On Support	
3.21 Relational Database	
4.0 PROPOSAL PREPARATION AND SUBMISSION	
4.1 General	
4.2 Proposal Delivery and Identification	
4.3 Number of Bid Proposal Copies	
4.4 Proposal Content	
5.0 CONTRACTUAL TERMS AND CONDITIONS	
5.1 Precedence of Contractual Terms and Conditions	
5.2 Performance Bond	
5.3 Business Registration	
5.4 Contract Term and Extension Option	
5.5 Contract Transition	
5.6 Availability of Funds	
5.7 Contract Amendment	
5.8 Contractor Responsibilities	
5.9 Substitution of Staff	
5.11 Ownership of Material	
5.13 News Releases	
5.14 Advertising	
0.117.040.0011g	

5.1	15 Licenses and Permits	59
5.1	16 Claims and Remedies	60
5.1	17 Late Delivery and Liquidated Damages	60
5.1	18 Retainage	60
5.1	19 State's Option to Reduce Scope of Work	60
5.2	20 Suspension of Work	61
	21 Change in Law	
	22 Contract Price Increase	
5.2	23 Additional Work and/or Special Projects	61
	24 Form of Compensation and Payment	
5.2	25 Contract Activity Report	62
6.0 P	PROPOSAL EVALUATION/CONTRACT AWARD	63
	1 Proposal Evaluation Committee	
	2 Oral Presentation and/or Clarification of bid Proposal	
	3 Evaluation Criteria	
6.4	4 Contract Award	64
7.0 B	BIDDER DATA SHEETS	6!
	1 Requirements Checklist	
	2 IT Checklist	
8.0 P	PRICE SHEETS	72
9.0 A	APPENDICES	
A.	Organization Chart	
B.	Logical Data Model	
C.	Existing Workflow Model	
D.	User Views	
E.	Hardware / Network Environment	
F.	Workflow Processes and Sub-processes	
G.	Business Rules	
Н.	Escrow Agreement	
I.	Business Objects Data Repository Layout	

#### 1.0 Information for Bidders

#### 1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Law and Public Safety, Division on Civil Rights.

The purpose of this RFP is to solicit bid proposals for a contractor to develop a case management system, which will be used to track and manage civil rights cases in the State of New Jersey.

The expected products are described in RFP Section 3.0 (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

#### 1.2 Background

The Division on Civil Rights (DCR) is an administrative law agency within the New Jersey Department of Law and Public Safety. The DCR is mandated under the Law Against Discrimination (LAD) to accept and resolve complaints of discrimination in employment, housing, and public accommodations when such discrimination is based on race, creed, color, national origin, ancestry, sex, affectional or sexual orientation, marital status, nationality, or disability. The LAD also prohibits employment discrimination because of age, atypical hereditary cellular or blood trait, and liability for service in the Armed Forces of the United States. The DCR also enforces the Family Leave Act (FLA), and accepts and resolves complaints involving Medicaid recipients who are denied admission to nursing homes. Additionally, the DCR is mandated to inform the public of the rights protected under the LAD and to implement human relations programs to prevent discrimination, foster goodwill, and promote conciliation. Finally, the LAD mandates that the DCR and the Commission on Civil Rights work with local civil rights commissions to "aid in effectuating the purposes of the act". The Commission on Civil Rights is an advisory body to the DCR, comprised of seven commissioners appointed by the Governor of the State of New Jersey. It is empowered to consult and advise the Attorney General with respect to the work of the DCR, survey and study the operations and report to the Governor and Legislature with respect to matters relating to the work of the DCR.

The DCR maintains a work-sharing agreement with the United States Equal Employment Opportunity Commission (EEOC). Charges of alleged employment discrimination may not only violate New Jersey law, but may also be violative of US Federal Law [Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act and the Americans with Disabilities Act of 1991]. Approximately ninety percent of the cases received each year by the DCR are dual-filed with the EEOC, meaning that these complaints are received by the DCR and are investigated by the DCR on behalf of EEOC.

To achieve its objectives, the DCR conducts investigations from five offices located in Trenton, Newark, Paterson, Camden and Atlantic City. The Trenton and Newark offices also house administrative units. The DCR currently employs approximately ninety-five people. Personal computers in a Novell LAN/WAN provide text processing (Word-Perfect) and electronic mail (GroupWise) and its functions are not duplicated by other systems within the DCR.

The DCR seeks to consolidate its existing information systems into a single comprehensive information system. The DCR currently utilizes multiple automated systems to support mission critical business functions:

- OIT-maintained Case Tracking System (written in Ideal, using Datacom/DB)
- US Equal Employment Opportunity Commission's Charge Data System (Filepro) on a SCO/UNIX platform
- Microcomputer (Alpha4) and UNIX-based (Filepro) Automated Intake Systems

- Multiple Dwelling Rule (MDRR) application (ACCESS97)
- Inquiry Tracking application (developed using Oracle7, Oracle Forms 4.5 and Oracle Reports 3.0), in use at the DCR's Newark Regional Office.

The Automated Intake, Charge Data System, Case Tracking System and Multiple Dwelling Reporting Rule applications all contain redundant data elements, are not interconnected and provide minimal programmatic functionality. There is no single source for case analysis, trend analysis or decision support.

These systems are used to collect information and report on inquiries from the general public, case investigations, litigation and compliance with statutes. In addition to data stored in the legacy systems, investigations generate thousands of word processing documents (reports, correspondence and memoranda) produced from a manual of approximately two hundred word processing forms.

The replacement of these disparate information systems will be a Case Management System capable of accommodating database management, workflow, word processing, document management and contact management. This system is envisioned as managing a non-redundant, electronic repository of data for all DCR activity. It will reduce the need to maintain word processing files and store hard copies of documents submitted by involved parties, or generated by DCR staff during the course of investigation. The data migrated from legacy systems and enhanced data collection capabilities of a new system will allow for improved access to statistical data for analysis. The system will enhance the DCR's responsiveness to the general public by making up-to-date information available to DCR staff. By improving upon the completeness and quality of the data available, more informed case analysis will be possible.

The following objectives define the results that the new Case Management System solution must achieve in order for it to satisfy the requirements of the DCR.

To automate DCR case management;

To capture and maintain the data elements required to fulfill the DCR's case processing, workflow monitoring and reporting requirements;

To support DCR staff members in performing case processing actions;

To track significant actions the DCR takes on each case from initial contact through final order;

To measure the time expended by each DCR staff member on each case action from initial contact through final order;

To enforce the DCR's business rules as defined in the scope of work

To edit and validate the contents of each data element to provide a high quality data resource;

To present management with an up-to-date view of all current DCR cases for analysis, reporting and decision making;

To incorporate legacy data from the Case Tracking System (CTS)

To provide accurate, up-to-date data related to charges dual-filed under the DCR-EEOC work sharing agreement.

Two keys to understanding the requirements of this RFP are the structure of the DCR as an organization, and the administrative responsibilities to be automated to assist the DCR to perform its mission. As stated elsewhere, DCR is organized into Bureaus under the DCR Director. These Bureaus and functions are:

Bureau of Enforcement - administration of Civil Rights law Bureau of Policy - litigation support Bureau of Prevention & Community Relations - public outreach

The largest bureau is the Bureau of Enforcement, which has teams of investigators and support staff. The Bureau of Enforcement has offices in five cities: Atlantic City, Camden, Newark, Paterson and Trenton. The Bureau of Enforcement will be the primary user of the Case Management System. Bureau of Policy (BOP) is manned by a smaller number of lawyers and support staff. BOP reviews motions filed in cases, drafts orders, provides legal support to DCR units, and monitors DCR cases before the Office of Administrative Law (OAL), where judges hear civil rights cases. The Bureau of Prevention & Community Relations performs public outreach, training and interfaces with various civic organizations.

The DCR Organization Chart is contained in Appendix A. The DCR Director, Assistant Directors, and Chiefs comprise DCR Management. Managers and Supervisors report to the Assistant Director and Chiefs in the Bureau of Enforcement. Regional Managers supervise each of the branch offices. Each Bureau has information management needs to be satisfied by the Case Management System.

#### 1.3 Key Events

#### 1.3.1 Questions and Inquiries

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attention: Mary Lou Goho State of New Jersey Division of Purchase and Property Purchase Bureau P.O. Box 230 Trenton, NJ 08625-0230

E-Mail: marylou.goho@treas.state.nj.us

Phone Number: (609) 292-4927 Fax Number: (609) 292-5170

#### 1.3.1.1 Cut-Off Date For Questions And Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

#### 1.3.1.2 Question Protocol

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit – This section is not applicable to this procurement.

#### 1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

February 19, 2004, 9:30 AM 9<sup>th</sup> Floor Bid Room 33 West State Street Trenton, NJ 08625-0230

**CAUTION:** Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as a written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as a written addendum to this RFP.

#### 1.3.4 Submission Of Bid Proposal

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time, as indicated on the cover sheet of this RFP. **ANY BID PROPOSAL NOT RECEIVED ON TIME AND AT THE RIGHT PLACE WILL BE REJECTED.** 

#### 1.3.5 Document Review Room

This section is not applicable to this procurement.

#### 1.4 Additional Information

#### 1.4.1 Revisions to this RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. All RFP addendum will be distributed via the Purchase Bureau's website. It is the bidder's responsibility to monitor the Purchase Bureau's website for addenda, if any, to this RFP.

#### 1.4.2 Addendum as a Part of this RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

#### 1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

#### 1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

#### 1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

#### 1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

#### 1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

#### 1.4.8 Joint Venture

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

#### 2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

Action – The carrying out of an activity. A specific activity instantiation for a given case.

**Activity** – Each of the tasks that make up a process.

<u>Addendum</u> – Written clarification or revision to this RFP issued by the Purchase Bureau.

Allegation - Complainant's accusation of action by respondent against complainant.

<u>Amendment</u> – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property

**API** – Application Program Interface.

Appeal - A legal challenge of a DCR ruling pursued in the courts.

Attorney - Legal representative or firm licensed by the State of New Jersey to practice law.

**<u>Award</u>** – Money required to be paid by respondent to complainant suffering discrimination.

**Basis** – Complainant's membership in a protected class which gives rise to the complaint.

Bidder - An individual or business entity submitting a bid proposal in response to this RFP.

**BOP** – Bureau of Policy.

**BPCR** – Bureau of Prevention & Community Relations.

**Browser** – A web-interface platform for accessing servers on networks, intranets and the Internet.

Case—The set of investigative/enforcement activities leading to resolution or conclusion of complaint.

**Case Management** – Responsible supervision of case processes.

<u>CASS</u> - Consolidated Administrative Support Services, an administrative support group serving divisions within the New Jersey Department of Law and Public Safety.

**CDS** – Charge Data System, an existing EEOC data system.

Charge – Formal accusation filed against respondent stating discrimination law violation.

CMS - Case Management System contemplated by this RFP.

<u>Complaint</u> – A set of formal written charges resulting from discrimination allegations.

<u>Contract</u> - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**CORBA** - Common Object Request Broker Architecture developed by the Object Management Group.

**CTS** – Case Tracking System, a DCR legacy system.

**Damages** – Assessed value of complainant suffering due to discrimination.

<u>Data Model</u> - A logical map or model of data and attributes that define the information content handled by each business unit and / or the entire DCR.

<u>DCR</u> – Division on Civil Rights, a division of the New Jersey Department of Law and Public Safety.

<u>Director</u> - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

<u>Document</u> – Either a physical piece of paper (hardcopy) or an electronic representation (softcopy).

**EEOC** – U.S. Equal Employment Opportunity Commission.

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Event** – A business occurrence that causes initiation of work as a response.

**FCDR** – Final Case Disposition Report.

<u>FilePro</u> – Database application programming language used by EEOC's CDS.

<u>Form</u> – An electronic form is a data entry screen. Electronic forms will replace most paper forms used in DCR.

**FPC** – Finding of probable cause.

Involved Party - Complainant, respondent, attorney, investigator, mediator, conciliator, etc.

**HTTP**- HyperText Transfer Protocol used by browsers.

<u>IIOP</u> – Internet Inter-ORB Protocol, a protocol developed by the Object Management Group (OMG) to implement CORBA solutions over the World Wide Web.

May - Denotes that which is permissible, not mandatory.

MDRR – Multiple Dwelling Reporting Rule.

**MIME** – Multi-purpose Internet Mail Extensions.

**NPC** – No probable cause.

**OAL** – Office of Administrative Law.

**OIT** – Office of Information Technology.

**Oracle** – A database management software product.

Party - An involved person (or entity) such as complainant or respondent.

**Precessor** – a process or action that precedes a given process or action.

**Process** – A collection of activities that achieve a business goal.

<u>Process flow</u> – A sequence of process activity work steps which may be organized into a process model, written into a log file or represented by a diagram.

**Project** -The undertaking or services that are the subject of this RFP.

**Report** – A file that can be viewed online, can be saved, or printed to output, and is produced upon request and characterizes a collection of cases, or attributes of a single case.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agency as identified herein.

**Role** – Identifies the function or purpose of a person or work agent.

<u>Shall or Must</u> – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

State - the State of New Jersey.

<u>State Contract Manager</u> – The individual responsible for the approval of all deliverables, i.e., tasks, subtasks or other work elements in the Scope of Work.

**Subtasks** – The detailed activities that comprise the actual performance of a task.

<u>Successor</u> – a process or action that succeeds a given process or action.

**SYSADMIN** – System Administrator

**Task** – A discrete unit of work to be performed.

<u>Template</u> – A generic reusable read-only document which may have data fields, which create a specific document instance when filled and stored as a separate document.

**UNIX** – Server operating system.

<u>User</u> – Person who performs specific activities within the workflow including case management, supervisory review, system administration, Regional and DCR Management (does not include application developer).

<u>Using Agency or Agency</u> - The entity for which the Division has issued this RFP and will enter into a contract.

**VC** – Verified complaint.

WAN - Wide Area Network.

**Windows** – Microsoft operating system for desktop computers.

<u>WordPerfect</u> – A word processing software product.

<u>Workflow</u> – A functional map or model representation of set of processes and control conditions that define the operations of each business unit and/or the entire DCR.

#### 3.0 SCOPE OF WORK

#### 3.1 Overview

DCR is seeking a solution for Case Management that is comprised of:

- Integrated workflow, document, and case management modules,
- Application access from a web browser,
- Relational database.
- Data entry screens to enter data into and retrieve data from the relational database,
- Direct interface to word processing documents,
- Word processing templates,
- Production reports, and
- Existing data loaded from Oracle tables.

The contractor shall develop a fully integrated Case Management System (CMS) made up of the components described above. The use of packaged software, if applicable, will be transparent to the user. The Case Management System will require development and data migration of database lookup tables for names, addresses, etc. Custom programming is required to setup and maintain existing Oracle tables required to support the Business Objects reporting environment established in 2002. In addition, certain data entry procedures will require data validation capability and complex data lookups.

This scope of work identifies the objectives for the CMS solution and the business requirements to be met by the CMS.

#### 3.2 General Design Requirements

The CMS will serve to manage the investigation of discrimination cases for the DCR. The application is an integrated customized solution that incorporates packaged workflow management software, packaged document management software, a relational database, and other application software, along with business process rules.

The State of New Jersey has an enterprise licensing agreement with FileNet. Oracle is a documented technology standard for the State of New Jersey. The Department of Law and Public Safety, of which the DCR is a part, has an installed base and trained staff proficient with the Oracle suite of database server and development products

#### Relational Database

The application shall use a relational database as the database engine to manage all relevant case management system data. These data may be separated into three general classes: case-specific data, document-specific data and workflow process-specific data. An example of case-specific data is the name and address of an involved party. Data representing a specific document index number or a saved document would be an example of document-specific data. A keyword occurrence table could also be stored in the relational database under control of the document management system to facilitate a rapid text search facility. These data are also document-specific. Data indicating that a case is in litigation before an administrative law judge would be an example of process-specific data. DCR technical personnel have developed preliminary models for these classes of data. Case-related data have a logical data model called the Proposed Logical Data Model (Appendix B). Process-related data have a model called the DCR Existing Workflow (Appendix C). DCR will rely upon the document management data schema commonly used for document management. The proposed solution shall provide one or more data repositories, designed to accommodate the following data classes:

- Case information
- Document information
- Workflow information

Workflow repository data must be available for inclusion in reports that are based on case information repository data. Since the structure of the document information repository generally depends on the document management data schema, and since these schemas are fairly standard, details of the document repository will not be further elaborated.

Some workflow management software packages rely upon proprietary workflow repositories, and many are capable of interfacing with Oracle. Since management reports will include a great deal of case status information, it is imperative that the data contained in the workflow and case data repositories be loaded into Oracle tables to be utilized by the Business Objects reporting environment. By having this data stored in Oracle it will be possible to rapidly generate accurate reports to assess the process status of groups of cases as well as specific cases. The proposed solution must not require the role of any external database administrator, other than an Oracle database administrator. The structure of the existing case information data repository is presented in Appendix B containing the Logical Data Model. Oracle will be used to manage these data. Since workflow data may depend on case information data to some extent, there may well be a degree of overlap between certain workflow process data and case-specific information.

#### **User Views**

There must be several initial views available in the CMS application dependent on the user's role. The CMS system must present all users with a "To Do Work List" which may be sorted either by party or by docket number. There will be additional initial views for the use of investigators, and different initial views for other roles such as legal staff. Supervisor views must provide supervisors with the Work Lists of their personnel so that workflow assigned to their respective staff can be monitored for problems and appropriate actions may be taken. There will be additional views not directly related to the workflow process, but rather used for data entry and display purposes.

Each bureau and regional unit role must have additional views depending on that role's responsibilities. In addition to general application views for staff, there must be specialized views for supervisors, system administrators, and maintenance personnel, as deemed appropriate. These views must be accessible to management for purposes of checking documents, reviewing cases, administration of access or other security, etc. These additional views may include, but are not limited to:

- A generic form for defining unique activity attributes (flexible workflow definition)
- A form for sending correspondence
- A form to add or change name, address, telephone or other personal information
- A form to update the status of a process

Since a number of users will be multi-tasking their activities, the user interface must be able to provide multiple windows to allow the user to simultaneously view, for example, the case history view and the case action view of more than one case at a time.

The desired solution must contain approximately twenty core views to be provided by the contractor. Appendix D contains examples of user views desired by DCR. These views are merely conceptual sketches to assist the bidder to understand the "look and feel" of the user views desired by DCR and should be considered as a "storyboard". The concept for user operation is that each member of the DCR's staff will be provided a set of views appropriate for his/her role and work responsibility. These standard views will begin by displaying a work list of cases by Docket Number, Complainant, Respondent, and other case attributes specified by the DCR. Note that the Work List view is one of two desired default user views. The alternate default view will be the To Do List view provided by the workflow engine. Also note that standard reports will be accessible from the default views (e.g. via buttons or tabs). From the initial default views, users can drill-down on any case to display further detail, such as case history, involved parties, etc. Further levels of drill-down on a line item will provide a detailed Involved Party or Case Action Views. These views will identify the specific attributes of any involved parties or actions taken on a case. The Case Action View will also allow the user to view any document(s) associated with an action. Another set of views must guide the investigator in the collection

of all information related to performing the Intake task associated with initiating new complaints to be investigated by the DCR. An additional view must allow users to access a summary of actions taken on closed cases that were loaded to CMS from legacy data.

#### User Interface

Document and workflow management software must meet the general design requirements. The general concept is that users will initiate the CMS work-session by clicking on a desktop shortcut icon. The initial application window will open. The user will see the first user view - the main CMS application window. This window is the main user interface. The main application window must present users with either to-do lists by case (as was discussed in the earlier section on user views), or, alternatively, an assigned case list displaying all cases assigned or under the responsibility of the user. The software should allow the user to navigate to any one of several views. Thus, the user interface should:

- permit drill-downs from the to-do list or specific case work lists;
- open forms so the user may enter case-related data and/or make decisions that affect case processing options;
- send e-mail or other notifications to supervisors or other staff as designated; and
- open word processing documents for review prior to printing.

The application may also directly open word processing documents to permit supervisors and managers to make final edits before printing. One concept to bear in mind is that the application must be intuitively easy to use and must minimize the number of keystrokes and mouse-clicks so that the user can effectively and efficiently perform his/her work. Users may lookup information on a case in response to a phone call.

#### **Forms**

When a user closes a form upon completing data entry, the application must transfer data from the dataentry forms into the appropriate table(s) within the relational database. The application must then proceed back to either the previous application window or to the main application window as deemed appropriate. Under normal circumstances the user must then proceed to open the next selected item on the user's worklist.

#### **Electronic Documents**

When the workflow process calls for the retrieval of an existing electronic document, the application calls upon the document manager to retrieve the appropriate document with the designated permissions, i.e., print, do not print, read only, edit but do not save, edit and save, etc. The process then opens the document using the word processor with the appropriate options.

It is anticipated that there will be up to approximately 300 template documents stored in a template document repository. Electronic template documents will be created for each of these paper form documents. DCR will provide the contractor with the text, style and formats to be used for these documents. These template documents will be created using a word processing software package. The contractor will have the task of embedding and mapping data fields and attributes in the template documents to case data in the database according to the logical data model. This template creation will be limited to 25 documents identified by the DCR. (DCR will create the other 275 template documents.) It is anticipated that the typical template document will have approximately twenty data fields to be populated from the database. These fields must include, but are not be limited to:

- Case Caption
- Docket Number
- EEOC Docket Number
- Subject Matter
- Date

- Party Salutation
- Party Last Name
- Party First Name
- Party Suffix
- Party Address
- Party City
- Party State
- Party Zip
- Action Type (meeting, hearing, motion, conference, etc)
- Action Unique Attributes
- Signatory (not electronic)
- Unit
- Regional Office

The desired design philosophy is to minimize data storage and network load, maximize system response, and yet provide maximum utility to the user. It is envisioned that the typical, fully automated process will be able to create various new documents without human intervention except final review. These new documents will be created by:

- calling upon the document manager to retrieve the appropriate template document,
- sending the template to the word processor,
- drawing data for specific document fields directly out of the case information repository and any additional attributes from a data entry form, and
- filling the template document fields with these data.

Once the document has been assembled, it is ready for any necessary inspection. If confidence is high and no inspection is needed for the process, the document may be routed for automatic printing and electronic document storage.

When the workflow process calls for the quick re-creation of an existing document, depending on the applicable rules, the application must either reassemble the document as described above or call upon the document manager to retrieve a copy of the existing electronic document from the document repository. User and process access privileges such as read-only, read-write, etc. shall be controlled. Different users and processes must have access privileges that depend on what is permitted by the access administrator. Only users or processes having the requisite permission may retrieve specific templates or existing documents.

No case-related electronic document may be created, modified and stored without going through the CMS application and the underlying document management application layer.

#### Role Views

Staff within the Bureau of Enforcement will generally have the "Investigations View." Personnel that handle inquiries will have an "Inquiries View." Personnel that handle clerical or administrative functions will have views limited to their respective functions within the DCR. Attorneys and legal staff within the Bureau of Policy will have a "Litigation View" of the application in order to manage motions and other aspects of case litigation.

Supervisors and managers will have expanded views with access to case-specific information as well as process-specific information in order to manage staff for which they are responsible. Supervisors and managers will have access to specific management reports. The DCR Director, Bureau Chiefs and their respective key staff will have the highest-level views that permit access to all case information and management reports. The System Administrator (SYSADMIN) will have access to Workflow Administration and Case Data Administration functions. SYSADMIN will manage all directories, access rights, process structure-related information, etc (application not database). The DBA will handle Oracle database administration and the network administrator will provide network support.

#### Word Processing and Printing

WordPerfect is the present standard for word processing for the DCR. Though not likely in the immediate future, it should be noted that this standard is always subject to change and a new standard may be selected at some future point in time. The DCR will consider changing its word processing standard to another product in the interest of ease of integration and modification to meet the requirements of the proposed solution.

Users of the application may open word processing documents as required. The application will have processes that prepare document packages. After cases pass certain stages of review and approval, these processes will automatically generate entire packages of printed word processing documents. The idea here is that once all participating users (e.g., staff and supervisors) have entered complete data on respective forms in a package-generating process, a document package is generated. This process pulls appropriate template documents into the word processor from a repository of shell documents, then pulls relevant case data from the case information repository and uses these data to populate fields within the word processing shell documents. Once the document package is completed, it is sent to a network printer.

#### Accountability

A very important feature of the contemplated case management system is case accountability. The DCR is very concerned with quality case management and each case must have a user assigned to handle the case. Every user must be able to know what are his/her case assignments. While automated processes may handle the clerical and information management aspects of a case, there will always be a user assigned physical custody of a case throughout its processing in the case management system. In certain instances, while cases await certain processing steps (such as a queue for the next processing step), responsibility may be assigned to a bureau/unit instead of an individual. In this instance the bureau manager will be assigned accountability for the case. No case shall remain in the CMS application unassigned.

#### Workflow Flexibility

DCR personnel have a great deal of discretion in handling cases. Case circumstances may also intervene to change the course of a case. For example, a complainant may ask to withdraw a complaint. Another example is that at almost any step in the case a complainant or respondent may attempt to settle a case. Upon such a request authorized DCR staff may undertake efforts to negotiate a settlement. Depending on the DCR's business rules, the workflow management system shall be sufficiently flexible to stop on-going processes, begin alternate processes, or, maintain parallel processes. In some instances several parallel processes may operate simultaneously. In other circumstances the activation of specific processes will require the pausing or termination of other processes. Additional details can be found in the workflow description.

#### Mandatory / Non-Mandatory Processes

Unlike manufacturing process models or regular business process models, the DCR's process model has significant implicit complexity. As expected, activities with specific successors mandate those successor activities. However, there will be processes that may exist without explicit precessors. An authorized person may initiate any process without a precessor at any time. An example of such a process is the simple process of writing an ad hoc letter to a party. Precessor-less processes may implicitly exist at every workflow decision node. Because of the implicit complexity of the process model, precessor-less processes are deemed non-mandatory and are not formally connected to the user decision nodes, however, these processes are formal components of the DCR's workflow and are categorized as "discretionary."

#### **Management Notifications**

There are many time-sensitive processes that are part of the DCR's business. As part of the DCR's goal of quality case management, when specified time limits are approached and/or exceeded, reminders must be sent to users. If the user fails to comply with completing a process step within a pre-defined grace period, then a supervisor must be notified and the case priority must be escalated. All unacknowledged processes, all case priority escalations and other exceptions to the workflow shall generate notifications to supervisors and these data shall be available for management reporting purposes.

#### E-mail

It is anticipated that certain application notifications will be provided via e-mail. GroupWise is the calendaring and e-mail software for the Department of Law and Public Safety. Though not likely in the near future, it should be noted that this standard is always subject to change and a new standard could be selected at some future point in time.

#### Post-Design Specification Rigidity

Once the State approves the system design and work plans, the development specifications are to remain fixed. In order to maintain integrity during the development stage, the State intends to establish a change committee for any enhancements or changes. No changes or enhancements deviating from the specifications in the approved design specifications shall be permitted unless agreed upon by the committee. Unless otherwise warranted, once development begins the contractor is to complete development before introducing any additional changes. The State will rely upon the contractor's experience to minimize the chance of unexpected development problems. Unforeseen implementation difficulties due to original design or software incompatibilities must be immediately reported to the State Contract Manager, along with any remedy or work-around, if known or available.

#### Maintenance and Expandability

The State requires access to the design and development tools utilized by the contractor in developing the application.

#### 3.3 Infrastructure

#### 3.3.1 Platform and Connectivity Requirements

TCP/IP connections are available at all offices thus enabling Intranet and Internet solutions. The current network environment utilizes Novell network technology. DCR's business processes may be characterized as "low-volume" in comparison to, say, financial transaction systems. However, the size of each document transported may be modestly large compared to a financial transaction, and thus solution architecture is an important consideration. The State of New Jersey has a wide area network called the Garden State Network (GSN) which presently links together the DCR's branch offices. GSN data traffic between the Northern LATA and the Delaware Valley LATA is high and may affect user response time, particularly during the peak hours of 10:00 AM to 4:30 PM.

A solution is desired that will minimize network activity by minimizing the transport of redundant or unnecessary data over the wide area network.

DCR uses desktop client computers with Windows 95 and higher release versions of Windows operating systems. DCR receives database, network and desktop support from the Office of the Attorney General, which has database servers with UNIX operating systems equivalent to Sun Solaris 5.0 or higher. The proposed solution shall utilize UNIX-based database servers connected to the application via the LAN and/or the WAN. It is required for users to access the application through a thin client. The solution shall be a web-based application employing a browser as a thin client communicating with a UNIX or NT web-

server. The web-server in turn could be directly connected to other servers co-located so as to minimize network traffic. This web-based architecture is detailed in the Section 3.5.

#### 3.3.2 Hardware / Network Requirements

The current hardware and network environment is described in Appendix E. The bidder shall review the existing environment described in the appendix and determine if it is sufficient to meet the requirements of the proposed solution, or if upgrades/replacements are required. The bidder shall specify in its bid proposal the recommended server and workstation hardware configurations and network requirements to satisfactorily implement the proposed solution. The bidder may, but is not required to provide a quote for any necessary hardware upgrades. This plan should consider centralized servers for Case Management and Workflow Management and centralized and/or distributed servers for the Document Management aspects of the solution. Specific to document management, the bidder shall provide a plan to minimize network traffic during peak hours. The recommended hardware and network should support the performance criteria described in Section 3.20.

#### 3.3.3 Server Software Requirements

The current database server software environment is described in Section 3.22. The bidder shall review the existing environment as described in this RFP and address in its bid proposal whether the existing environment is sufficient to meet the requirements of the proposed solution, or if upgrades/replacements are required. If the proposed solution utilizes a database server other than Oracle, the bidder shall specify recommended server software requirements to satisfactorily implement the proposed solution. The bidder may, but is not required to provide a quote for any necessary server software.

#### 3.3.4 Workstation Software Requirements

It is anticipated that workstation software will consist of Internet Explorer 6.x or higher as browser, Corel WordPerfect or Microsoft Word as the word processor and Novell GroupWise as e-mail and calendaring client.

The bidder shall specify all workstation software required by users of the proposed solution. The bidder shall further specify all software required for the maintenance of the proposed solution, as well as all software required for development of additional enhancements to the proposed solution. The bidder may, but is not required to provide a quote for any additional workstation, maintenance or development software. It is expected that the State will obtain all the necessary design tools required to build and maintain application components.

Other software proposed for integration into the CMS solution must be of a readily obtainable nature (e.g., Adobe Acrobat Reader, and other similar plug-in).

#### 3.4 Hardware / Software Recommendations

The State requires that the bidder provide specifications in its bid proposal for each piece of software or equipment supplied as part of the CMS system configuration for all sites.

The bidder shall provide as part of its bid proposal a system diagram identifying all hardware, software components, server function(s), and protocols employed.

An itemized software list shall be included in the bid proposal and shall identify for each item, where applicable:

- Quantity
- Manufacturer
- Title

- Version
- Description
- Location deployed
- Cost
- Warranty period
- Maintenance coverage
- Published features

An itemized recommended hardware list shall be included in the bid proposal and shall identify for each item, where applicable:

- Quantity
- Manufacturer
- Model
- Description of device, e.g., printer, PC, etc.
- Location
- Cost
- Warranty period
- Maintenance coverage
- Published performance specifications.

#### 3.5 Web-Based Architecture

A thin client browser (with necessary plug-ins) coupled with efficient software implementation on the server side of the application is expected to reduce network communication as well as offer improved user accessibility and mobility. Since software applications are evolving toward a common Internet design, it is desirable to have a solution that utilizes such existing standards as HTTP, MIME and IIOP protocols.

The DCR desires a web-based solution that permits flexibility via the user's individual browser settings and offers accessibility and mobility via the Internet that is not available through traditional networks. Such a web-based solution has reduced maintenance because all upgrades are made at one point and at one time. Multi-tasking users should also find greater versatility because of the ability to simultaneously maintain several open browser sessions. The proposed solution should also provide the ability to maintain security for each part of the system, which may, in the future, operate via Internet as well as local Intranet.

Bidders are encouraged to familiarize themselves with the State of New Jersey's Executive Branch Enterprise Shared (IT) Architecture document, which can be found at <a href="http://www.state.nj.us/it/it\_architecture.pdf">http://www.state.nj.us/it/it\_architecture.pdf</a>. Questions regarding this document can be addressed at the bidder's conference.

#### 3.6 Data Management

The State expects that workflow and document management repository data and case management data will be maintained in Oracle databases using Oracle 8I or higher. If the workflow management tool maintains a separate proprietary workflow repository (such as a worklist), then there shall be a synchronous Oracle database containing workflow attributes necessary to generate management and supervisory reports on workflows, processes and activities. If the workflow engine can utilize an Oracle database directly as a repository for workflow data, then implementing this workflow software feature automatically satisfies this requirement. If the workflow engine requires the use of an alternative relational database, then the application shall provide an internal database administration tool. The State prefers a solution that does not require the role of any external data base administrator, other than Oracle.

If the document management tool maintains a proprietary document management repository (such as an index file), then there shall be a synchronous Oracle database containing document management attributes necessary to generate management and supervisory reports on document storage, document status, etc. If the document management engine can utilize an Oracle database directly as a repository for document management data, then implementing this document management software feature automatically satisfies this requirement. If the document management tool requires the use of an alternative relational database, then the application will provide an internal database administration tool. Preference will be given to proposed solutions that do not require the role of any external data base administrator, other than Oracle.

Similarly, if the case information is stored in a separate proprietary case information repository, then there shall be a synchronous Oracle database containing case information attributes necessary to generate management and supervisory reports on workflow, processes and case activities. If the case information repository can utilize an Oracle database directly, then implementing this database software feature automatically satisfies this requirement. If the case information repository requires the use of an alternative relational database, then the application will provide an internal database administration tool. Again, the State prefers a solution that does not require the role of any external data base administrator, other than Oracle.

Solutions that provide a centralized database for case management are preferred. Bidders are encouraged to present solutions utilizing centralized and/or distributed databases for workflow and document management that will provide optimal performance during peak hours.

#### 3.7 Other Application Software Considerations

The DCR conforms to standards specified by the NJ Office of Information Technology (OIT). Likewise, within the DCR word processing is generally performed using Corel Technology's WordPerfect 8.0 or equivalent, however, Microsoft Word is used in a number of other state agencies.

Similarly, GroupWise is the present application standard for calendaring and e-mail for the DCR. GroupWise is the calendaring and e-mail software for the Department of Law and Public Safety. Though not likely in the near future, it should be noted that this application standard is always subject to change and a new standard could be selected at some future point in time which conforms to recognized ANSI standards such as POP3 and SMTP for e-mail.

The contemplated CMS application must interface with these products in a seamless manner.

#### 3.8 Specification of Workflow Processes

The requirements presented in Section 3.2 have been analyzed for structure and content. Structure information plus interviews with DCR staff have been translated into the DCR organization chart presented in Appendix A, the Logical Data Model in Appendix B, the Existing Workflow in Appendix C. Appendix F identifies the high-level DCR business processes and sub-processes. The solution must support each of these process areas. The high level business processes are:

- Inquiries
- Investigations
- Litigation
- Management Reporting
- Conciliation
- Archivina
- Contract Compliance

The high-level process diagram provides the layout of the processes' organization. Following the high-level process diagram are diagrams that further breakdown the business processes. The sub-level process diagrams provide layouts of the next level sub-process making up the high-level processes. To

better understand these processes, additional activity specifications further clarify events associated with these lower-level processes.

The sub-processes contained in Appendix F tabulate activities/steps and attributes used in both higher-level and sub-level workflow processes. The tabulation indicates the activity name, activity id, a description of activity or sub-activity, and various attributes of the activity. These attributes include time sensitivity, escalation, notifications, roles involved, precessor activities, successor activities, applications called, and various data and or process attributes, when applicable. These are the essential specifications of the DCR workflow processes and must be satisfied in the proposed solution.

The business rules constraining the decisions, routing and notifications performed within these workflow processes are attached in Appendix G.

# 3.9 Case Management Software Requirements

## **General Requirements for Case Management**

- a. SQL Compliant
- b. Y2K Compliant
- c. Database software compatible with State/Department supported database environments
- d. Software development tools compatible with State/Department supported application development environments
- e. Provides a single normalized case management data repository for all case-related data
- f. All existing legacy data shall be loaded into the case management data repository
- g. Generates sequences where required
- h. Provides a data dictionary
- i. Allows for field level masks, formatting, validation, and help
- j. Provides Lists of Values, where required
- k. Validation and/or list of values are code table driven
- I. Dates are stored in a format that allows date calculations (including but not limited to addition, subtraction, and averaging)
- m. Privileges related to viewing, adding, deleting, or editing case related data determined by pre-set roles
- n. Provides a means of adding, editing and defining unique activity attributes (activity specifications)
- o. Overall closeness of fit with data requirements specified in Appendix B (logical data model).

### **Specific Business Requirements for Case Management**

- a. Permits drill-down from case lists, to a specific case, and then to a case action associated with the case
- b. Provides forms for entering case-related data
- c. Provides shortcut forms/menus for printing documents
- d. Allows a single user to view information regarding up to three (3) cases simultaneously
- e. Allows more than one user to view a specific case history at the same time
- f. Meets requirements stated in business rules (Appendix G)

### 3.10 Workflow Management Software Requirements

### **General Requirements for Workflow Management**

- a. Integrate with word processing and document management.
- b. Allow retrieval/submission of forms (screens) to enter database fields and text.
- c. Send documents to parties based on predefined work rules as well as ad hoc actions. Not every action type will have a predetermined path.
- d. Track various date fields, e.g. date received, date created, expected completion date, actual completion date.

- e. Relate documents to actions (work processes).
- f. Integrate with Oracle database and an application development tool (e.g. Oracle/Developer 2000 or Visual Basic).
- g. Send e-mail reminders/notifications to parties receiving work /document (may also be in form of work list e-mail or list option to be specified).
- h. Set default due dates for all actions
- i. Define successor action types, e.g. after a specified number of days successor action is to be triggered. Automatic ticklers should be generated after a certain period of time after an action.
- j. Extensions should be permitted.
- k. Create and send packages (e.g. folder or set of documents) based upon action types.
- I. Case Actions serve as triggers to generate Case Documents. For example, printing an Acknowledgement Letter upon receipt of a Motion.
- m. Integrate with email system (now GroupWise).
- n. Alert user of actions due or about to become due
- o. Ability to limit number of actions.
- p. Alert supervisors to overdue actions.
- q. Present users with a worklist to be completed by due date.
- r. Track user in possession of a case file.
- s. Generally conform to WAPI or MAPI-WF or other WF standards to permit modular replacement/updates of workflow management software and other system infrastructure components.

# **Specific Business Requirements for Workflow Management**

- a. Ability to systematically insert and track dates.
- b. Ability for authorized users to add, change, or cancel reminders, manually.
- c. Ability for managers to set deadlines for actions for a case assigned to them, or to one of their subordinates. Automatically establish triggers or reminders when deadline dates are exceeded.
- d. Follow-up actions should automatically be created by the system, e.g. 'transfer file to' Case Action automatically creates a corresponding 'file received' Case Action.
- e. Specify triggers to automatically generate actions, e.g., generate a 13 day letter upon receipt of the initial decision from OAL; then generate tickler in 13 days, then track a final decision due within 45 days from receipt of initial decision; and then generate Extension Cover Letter, Order of Extension and Service List 35-40 days from receipt of Initial OAL Decision.
- f. System must log external events, e.g. motions received.
- g. Ability to capture and update contact information, e.g. names, addresses and e-mail addresses.
- h. Ability to send and receive email with attachments across the Internet to Involved Parties (addresses stored in system).
- i. Track who has custody of a case file.
- System should automatically alert targeted recipient on 'incoming' transfer of a case.
- k. System should retain system alert (sent/received status) of transferred cases until recipient records 'date received'.
- I. System should produce Activity Logs, e.g. online logs by user, priority log by user and daily activities.
- m. Provide special handling indicator as an attribute of a case to highlight cases that are a priority. Display priority cases in red.
- n. The system requires customizable notification lists (for each level of alarms) so that senior executives are not notified automatically about all alarms, but rather the more important chosen alarms.

# 3.11 Document Management Software Requirements

### **General Requirements for Document Management**

- a. Create documents by merging data elements from the database into any of the approximately 300 predefined word processing document templates. The system should create the file, name it, and save the fully qualified filename as a 'document pointer' in the database.
- b. Integrate with word processing.
- c. Invoke the word processor from the Case Management System to insert free form and boilerplate text into documents, edit and print documents. Database fields and text should be entered from the same screen or set of screens.
- d. Use the Case Management System to search the database for documents and then invoke the word processor from within the Case Management application to view, edit, and print the documents.
- e. Fully integrated with workflow management software.
- f. Ability to send document to different staff members (one at a time) maintaining different versions of the document for a specified period of time. The most recent version of the document is always the 'real' copy. Track editing of a document as it passes to different reviewers. Delete (or move to storage) documents after the retention period expires.
- g. Provide ability to obtain an editable copy of a document, revise it, and then save it back to the application.
- h. Allow access to electronic documents only through the application. Downloaded documents must be marked as "checked out." Uploaded documents must be marked as "checked in."
- i. Provide text search capability and search on specific data fields or keywords. Allow for complex searches (multiple passes), drill-down to documents, and the use of boolean logic, nesting, and wild cards.
- j. Document templates must to be linked to case action types (specific work processes). There will be one document or package of documents per action.
- k. In general, all users should have read-only access except to specific types of documents. Limit updates to the person that creates the action. Keep an audit log of changes- e.g. who changed the document and when it was changed.
- I. System should ensure that only one user is permitted to change a document at a time. Once a document is 'checked in', it may be viewed / changed by authorized users.
- m. Able to specify retention for document types.
- n. Able to specify security of document types by user / role.
- Generally conform to WAPI or MAPI-WF or other WF standards to permit modular replacement/update of word processing and document management software and other system components.

### **Specific Business Requirements for Document Management**

- a. System will produce the EEOC charge of discrimination from the Verified Complaint.
- b. Select issue- and statute-specific boilerplate for inclusion in the Verified Complaint.
- c. Spell checking should be available for all text data entry.
- d. A master forms library is required to support all DCR locations.
- e. The application should be able to update boilerplate text.
- f. Boilerplate text should be changeable when working on a specific case, e.g., Basis of Complaint.
- g. Flag all documents with a discoverable/non-discoverable indicator, and provide for batch printing of all discoverable documents associated with a case.
- h. Ability to automatically merge information about a complaint, complainant, respondent, etc., into a shell document.
- i. Ability to access documents from a case's action history.
- j. The system should maintain a history of changes to a document throughout the review and approval process. The final version of an approved document should be identifiable. After the retention period has passed, history may be deleted.

- k. Upon completion of document search, sort found documents ("hits") by docket number in descending date order.
- I. Restrict inquiry access to Summary 'Productivity' Information to Management, Supervisors and respective Unit Staff only.
- m. Limit inquiry access to 'approved' documents to Management, Supervisors and respective Unit Staff; restrict peer-to-peer access below Regional Supervisor level.
- n. Ability to flag a document as 'viewable' or 'non-viewable' to other users.
- o. Ability to flag documents for training purposes.

# 3.12 Data Query, Retrieval and Reporting Requirements

The querying / reporting component of the Case Management System must be flexible and responsive for a variety of users. The DCR has adopted the *Business Objects* suite of reporting tools, which largely satisfies its management reporting requirements.

Specific reports to be developed by the contractor include reports for users such as case lists, work lists, case histories, monthly summary reports and so forth, accessible from within the proposed application solution. The contractor shall also develop reports that deliver information on performance metrics associated with defined processes, including but not limited to:

- number of cases at process step
- average time from process step x to process step y
- average time from process step *x* to completion
- hours expended per case

The standard reports to be developed by contractor may be considered as "packaged reports." These reports are rarely subject to change. These reports run during normal system hours (Monday through Saturday, 7 AM to 7 PM) and are either initiated by a user or a periodic process such as end-of-month reporting. It is anticipated that the contractor will utilize supported reporting tool products, such as Oracle Reports or Business Objects, to develop these standard reports. The contractor will choose the report development application tool that best suits and most efficiently implements DCR's standard and management report requirements.

# 3.13 Report Interface with EEOC Charge Data System

DCR is under contract with the US EEOC to report the status of employment discrimination cases that are dual-filed with the US EEOC. The EEOC has a national database, the EEOC Charge Data System (CDS) that gathers data from various states once every 24 hours. EEOC maintains a local CDS machine at DCR. The Case Tracking System data is currently manually entered into the local EEOC System. There is an electronic interface between the local and the national system that will not change in the new system. The local CDS machine operates under UNIX and CDS is written as a FilePro application. DCR has the responsibility of updating four FilePro files with information relating to EEOC charges and case disposition. The specific information required on the interface reports are:

- Newly filed charges
- findings of probable cause
- any litigation
- case closings, and
- requests for contract credit

The contractor shall perform the following tasks:

- Map the required EEOC data to the CMS Logical Data Model
- Write as many as five reports that provide all necessary data fields and translations for use in manual data entry.

# 3.14 Data Loading Issues

### Case Tracking System Data

The DCR's legacy data is currently stored in an Oracle Database. DCR currently maintains certain data in a Case Tracking System (CTS). These data are typically specific attributes of a case indicating a case action or process. These data shall be restructured by the contractor to meet the new data structure, and loaded into the appropriate data repository(ies). Data related to open cases currently under investigation, shall be mapped to the appropriate workflow process steps and loaded into the workflow process repository as part of legacy data loading.

The bidder shall be responsible for defining the data mapping necessary, restructuring and loading of all legacy data. The State will assist the bidder in understanding the legacy data. The contractor shall load the legacy data into relational database tables in the new system. The contractor shall be responsible for the accurate loading and validation of the legacy data and the State will assist in validating the data.

### 3.15 Number And Description Of Users

The DCR has approximately 100 employees out of which approximately 75 will be users of the Case Management System. These employees work at five branch offices located throughout New Jersey. Employees may work at one or at several DCR locations. They may perform more than one role or task. The approximate number of employees' roles in each of the DCR units is:

Role Category	Number	Description
Intake	15	Process incoming complaints
Investigative	50	Investigate cases and make recommendations
Litigation	10	Attorneys who represent DCR, provide legal support
Contract Compliance	4	Compliance on work-sharing agreements with other agencies
Enforcement	50	Administration of discrimination law
MDRR	3	Multiple Dwelling Reporting Rule
Administration	30	Administration & support services
Management	18	Review cases and supervise staff

Since several employees handle more than one responsibility, there is overlap in employees in the above distribution. This distribution fairly represents the number of workstation views that will be made available to serve all employees' roles. There is an average of approximately two roles per employee. Some supervisors and managers wear several hats and require greater access to views than their subordinates.

Certain staff travel between various offices and have a need for mobility between offices. The proposed solution should permit users to access their application environment from any DCR workstation without compromising case information security.

### 3.16 Training

Use of the Case Management System will require training of DCR staff. There is a very wide range of computer literacy among DCR staff. Approximately 70 DCR personnel will require workstation level training in order to become familiar with use of CMS to perform their jobs. One or two persons from CASS may need technical training on the system to provide future system support. In addition, DCR will designate up to four individuals as trainers, up to ten individuals as "power users" who will become deeply familiar with the system, and up to four individuals as system administrators and/or technical maintenance staff. These staff will require more advanced training. Power users will include DCR managers or supervisors. The work performed by each user role will have to be demonstrated to DCR power users. Contractor staff will spend time assisting these DCR staff to become familiar with the new system. A small number of users (power users / trainers) will be trained prior to user acceptance testing so that acceptance testing may be performed.

This section sets forth a training methodology required to train staff to integrate the proposed solution into DCR's routine operations. The State is open to alternative training proposals from the bidder that will accomplish this task, in lieu of the identified methodology. Any alternative proposals should include training for end users, power users, trainers, and administrative/technical staff.

# 3.16.1 Basic Requirements

There will be a combination of formal training classes, one-on-one advisory training, and train the trainer. Through the completion of rollout, the contractor is responsible for the creation, printing, and distribution of all class materials, including course books. These materials must coordinate with the trainer's lectures and demonstrations. The contractor must supply one copy of the user manual to each DCR employee the first time they attend a training course. (Some employees may attend multiple courses.) The contractor will not be required to provide basic personal computer skills.

#### 3.16.2 Users

Training will be oriented towards the job functions of the users. Users performing the same roles should be grouped into the same class or classes. The users to be trained are:

- Investigators
- Clerical Staff
- Attorneys
- Managers
- Staff in the Office of the Director

### 3.16.3 Training Materials

The contractor is required to create training materials and train all users in the features of the Case Management System relevant to various DCR job functions until rollout is completed. The contractor must provide an electronic version of all materials with lecture annotations, and ensure that they are kept current to the production release for the duration of the contract resulting from this RFP. The contractor shall update training material to reflect improvements suggested by DCR training staff.

# 3.16.4 User Acceptance Training

There must be an overview of system functions and flow to enable the users involved with user acceptance testing to be trained on using the functions in order to test them. The user documentation must be available for user acceptance training.

### 3.16.5 Formal Training Classes

There must be formal training classes for each application module that will train all users of the relevant module. The training classes must contain an overview of the features of the product, and a step by step instruction of how to use the application. There must be screen demos of how to use the product. In addition, the training must include instruction on error messages. The class must include time for sample hands-on interactive exercises using DCR business cases and data. The interactive exercises must be conducted in the development-training environment of the application.

The State will provide the facility(ies), computers, overhead projector, and one computer per student.

Approximately 70 users are to be trained by the contractor. Most of these are office personnel with fixed responsibilities. It is anticipated that approximately 6 regular training sessions will be held at which approximately 10 to 12 people will attend. The CMS rollout described later will include pilot rollouts that introduce the system to the various offices in phases. These one- or two-day training sessions may be held in Trenton prior to or during these pilot phases. The first general training sessions will be held for

about 25 of the Newark DCR staff members prior to the first pilot test. Coordination between rollout and training is required to provide DCR staff with "just in time" training.

One special session (Management Overview) must be provided for staff in the Office of the Director in Trenton. Bureau chiefs and the DCR Director may attend any of the training sessions.

The general training must consist of conventional classroom training using real case examples.

### 3.16.6 Management Overview Session

A hands-on, introductory session for 10 to 12 people must be developed to introduce management personnel to the system. This should be the first course provided. The course must introduce management to the special management features and data captured by the system. The emphasis of the session is on use of the system to make better management decisions as well as optimal case management.

#### 3.16.7 DCR Trainer and Technical Training

The State will provide up to four individuals to assist contractor training staff during rollout as outlined below. A special class must be given to those technical support specialists of each application who will be responsible for maintenance of the application. The power users and trainers must also be involved during user acceptance testing. During the general training sessions, the DCR trainers will learn to train new users and to provide refresher training. The training of new or transferred workers after rollout will be the responsibility of DCR. The contractor must create and provide an annotated version of the course books and exercise books for use by DCR trainers that describe the course in detail. This in-depth training class must be held prior to user acceptance testing.

#### 3.16.8 System Administrator Training

One training session must be devoted to system administrators to transfer necessary knowledge about defining users, roles, modifying the roles of users, security issues, and other aspects of system administration. This session must be oriented toward individuals with an Oracle database administration background.

### 3.17 Documentation

The Contractor must develop and deliver technical system documentation required for operating, administering and maintaining the installed solution, and end user documentation. At project initiation DCR and the Contractor will agree to specific document formats.

This section sets forth a documentation methodology identified by the DCR, required to provide resource materials to staff integrating the proposed solution into its routine operations. The State is open to alternative documentation proposals from the bidder that will accomplish this task, in lieu of the identified methodology. Any alternative proposals must include documentation for end users, power users, trainers, and administrative/ technical staff.

The documentation will be reviewed by and will be subject to acceptance by the State. The Contractor must use a documentation methodology to ensure consistency and quality. A detailed technical guide will be prepared for the system administrator, if such documentation is not already available with the workflow/document management, query and reporting tools.

# 3.17.1 Overall Documentation Requirements

- The software documentation shall be available both electronically and in hard copy.
- It shall be possible to print any portion of the software documentation.

- The application software documentation shall be updated with the installation of each software revision, update, or fix as appropriate.
- The software documentation shall be delivered before software acceptance.
- Annotated training materials may serve the purpose of a user manual.
- Online help must consist of a pointer to the electronic version of the user manual made available from within the CMS.

### State tasks:

Supply a rules and procedures document to be included in the online help.

### Contractor deliverables:

- Complete system and user documentation, draft and final versions.
- Online help facility (electronic version of user manual).
- Online rules and procedures facility.

#### 3.17.2 User Documentation

User documentation in the form of brief user manuals or help guides must be created which will assist novice users with their duties. Such guides must contain a section on general use of the application and specific sections for the different user views encountered by users. The user documentation must be delivered just before user acceptance testing. The user manual can be an annotated version of the manual that will be used for training. The annotations include any descriptive notes for the instructor teaching the class.

The user documentation must contain at a minimum:

- Overview of software
- Glossary of terms
- Description of major functions by Unit
- Navigational flow of the major functions
- For each function:
  - $\sim$  Step by step instructions of how to perform the function; description of what steps and data are mandatory, and what are optional
  - ~ Screen prints depicting the function
  - ~ Opening, using, storing, and printing of documents in the Document Management environment
  - ~ Reporting and Query instructions
  - ~ Error messages for each function
  - ~ Creating word processing documents from templates
  - ~ Contacts for help

A more detailed guide must be prepared for the system administrator, if such documentation is not already available with the proposed software package solution, such as Case Management or Document Management.

### 3.17.3 Technical Documentation

The purpose of this documentation is to understand the design and architecture of the system, and provide guidance to a technical person who may be making changes to the application.

The technical documentation must include items such as:

- Glossary of terms
- Data model (logical and/or physical), dataflow diagrams (if applicable)
- Tables, indexes, sequences and views

- Table and View usage
- Data Dictionary
- Relationships among user functions, files, inputs, outputs, and programs
- Special logic
- Overview of functional components or programs, including program description, name, variables, and validation rules
- Customization of data structures and forms
- Modifications of reports
- If applicable, maintenance of rules and/or workflow tables
- Documentation on creating word processing templates
- Creating word processing documents from templates
- Creating extracts from applications
- Error messages
- Standard troubleshooting solutions
- Libraries of files
- Application map and user views implemented
- Workflow process description and action specifications as implemented
- Data model as implemented
- Codes and associated data used for indexing files as implemented
- Location and names of programs, databases and commentary notes specific to the implementation

# 3.18 On-Site Work / Acceptance Testing / Rollout Plans

### 3.18.1 Acceptance Testing

The contractor must develop, in conjunction with the State Project Team, a recommended Acceptance Test Plan, which walks through a minimum of ten complete investigations. Based upon direction from the State Project Team, the contractor must finalize the recommended Acceptance Test Plan. An Acceptance Test Team composed of State users from different functional areas will actually conduct acceptance testing. Acceptance testing must include, but not be limited to, the following:

- Installation of software
- Data conversion
- Completeness and accuracy of system documentation
- Training methods and materials
- Testing all functional aspects of the system
- Response time from regional offices and overall system performance
- System, data and application security
- Accuracy and performance of system interfaces

The State team will identify and document problems discovered during the acceptance test process. The contractor is responsible for evaluating each occurrence, documenting a planned resolution, implementing the resolution, re-presenting the item to the State for acceptance, and documenting the resolution of the matter and actual acceptance by the State. The contractor is also responsible for making related changes to other areas of the project as acceptance testing unfolds, such as updating documentation and training materials to agree with the accepted software.

### Required Deliverables:

- Recommended Acceptance Test Plan
- Final Acceptance Test Plan
- Acceptance Test Log of Problems, Analysis and Resolution
- CMS approved for implementation

Additional deliverables recommended by the contractor may be presented to the State Contract Manager for approval.

### 3.18.2 Onsite Work

The State will provide office space to be used by the contractor for the duration of the project. The contractor shall provide computer workstations to its staff. During CMS development, implementation, testing and rollout, DCR will provide the contractor with office space within its central offices at 140 East Front Street, Trenton, NJ and at 31 Clinton Street, Newark, NJ. Space will be available for two people in the Trenton location and two people in the Newark location. The State requires that all work related to gap analyses, interviews, implementation, system testing and user training be performed onsite at the State offices in Trenton and Newark. If contractor requires more space, the technical proposal should indicate the requirement for additional space. Normal system availability for development purposes is between 7 AM and 7 PM. Use at other times must be scheduled in advance.

### 3.18.3 Offsite Work

Solutions including off-shore resources will not be considered.

#### 3.18.4 Rollout and Pilot Test

Contractor shall provide an implementation schedule and plan for data migration, training and user acceptance. The contractor is responsible for loading and testing software for servers in the testing, training, and production environments. These environments must be in place prior to acceptance and testing. DCR Management may require parallel system operation for a period of time until the implementation is accepted. Since many users are involved, the contractor must develop a plan for testing and rollout in phases on a DCR unit by unit basis. The rollout is anticipated to include three pilot test and rollout phases:

- First pilot test and rollout in Newark will involve 25 staff members
- Second pilot test and rollout in Trenton
- Third pilot tests and rollouts simultaneously in Atlantic City, Camden and Paterson

These pilot phases are expected to require about one month each. Implementation problems shall be corrected as Contractor encounters them.

### 3.19 Performance / Follow-On Support

### 3.19.1 Application Performance

While it is not expected that the CMS solution will be computationally intensive, there may be unforeseen performance issues. Acceptable solution performance under full production load, at all five locations, should provide average response times as follows:

- Display of data entry screen 3 seconds
- Simple query 5 seconds
- Complex guery 10 seconds
- Nightly batch processes 4 hours
- Document retrieval using document metadata 10 seconds
- Full text search 60 seconds

These performance criteria are the goal of the bidder's solution. The State, utilizing performance assessment testing tools will measure these performance criteria prior to system acceptance. For additional details see Section 3.18, sub-section Acceptance Testing.

# 3.19.2 Support

Problems or enhancement needs are anticipated from two sources: software packages used for implementation, and the system integration implementation. Should problems arise, the contractor shall take corrective action to eliminate problems uncovered during rollout. It is not the Contractor's responsibility to correct problems inherent with the State's existing systems. It shall be the Contractor's responsibility to work with the State's IT staff during development so that performance meets user expectations. If problems are encountered, the Contractor shall immediately advise DCR.

The Contractor is to provide follow-on support subsequent to rollout. Reported problems with the software shall be covered under a one-year warranty. Additional State-approved enhancements will be paid for on an hourly basis (if required). Maintenance shall be covered under the custom software maintenance agreement and includes changes in custom software due to the installation of new software releases. DCR intends to maintain an Application Support Group that will be very knowledgeable about CMS operation and use. Subsequent to general training, users having questions will contact this group. On occasion these power users may encounter problems requiring expert resolution or they may have questions of the contractor's development team, and system modifications may be required. Adequate resources should be made available to address any fine-tuning issues as the CMS system becomes operational.

DCR will provide users with internal hotline support concerning use of CMS. The Contractor is not expected to provide hotline support to the general user community. The Contractor is to provide support only to DCR technical staff. However, during the 3-month rollout period, DCR technical staff overseeing the CMS will require immediate support available on an 8-hour by 5-day basis. During this period at least one person should be dedicated onsite to provide an immediate response to any problem encountered.

# 3.19.3 Warranty and Post-Warranty Solution Support

The State requires a one-year warranty after completion of rollout. The warranty period for all software shall be for one (1) year and shall not begin until the date that System Rollout is complete. The warranty shall provide for:

- All software to be free of defects or imperfections that prevent performance as specified herein
- System maintenance includes support for COTS as part of software maintenance
- Correction at the contractor's expense of errors found during the warranty period
- All software upgrades, revisions, new versions and patches, while maintaining full functionality for any customizations made to packaged software
- Warranty on implementation and system integration work including all customizations
- Response to technical support calls within 24 hours
- Known problems will be corrected expeditiously, critical problems<sup>1</sup> must be corrected in 4 hours
- All work performed under the warranty shall be at no additional cost to the State

Support of all software procured from the contractor, including annual license fees, shall be provided for three (3) years from completion of the Warranty Period. The Contractor's support program for software shall include:

- All software upgrades, revisions, new versions and patches, while maintaining full functionality for any customizations made to packaged software
- System maintenance includes support for COTS as part of software maintenance
- Preventive maintenance between the hours of 7 PM and 7 AM
- Response to technical support calls within 24 hours
- Problem resolution within 3 business days, which may require the contractor to come on-site
- Known problems will be corrected expeditiously, critical problems immediately

<sup>1</sup> "Critical problems" are where the system cannot be used by users to intake and process cases in the usual and customary manner, and the problem is not a hardware or telecommunication problem.

- Three year maintenance agreement priced separately in Section 8.0
- All maintenance subsequent to the warranty period will be performed under the maintenance contract

If the solution includes COTS, then technical support will be available for technical staff from 7 AM to 7 PM, Monday through Saturday.

### 3.20 Status Reports

The State requires status reports from project inception through project rollout. The contractor shall provide on a bi-weekly basis (or less frequently if agreed upon by the State) status reports to keep the State informed of project status and issues. Additional status reports will immediately be made to the State Contract Manager in the event of any unforeseen issues or problems that may arise. The status reports shall include the following information:

- The status of each task, and, if necessary, subtasks in process but not yet complete ("In Process").
- List of tasks and subtasks scheduled for completion within the next week.
- The cause of any failure to meet the work plan, corrective measures put in place to preclude recurrence, and a corrective action plan ["Corrective action(s)"].
- A list of issues and problems encountered in the two weeks just concluded, both resolved and unresolved, together with alternative solutions and recommendations for resolution of outstanding issues and problems ("Open Items").

The contractor will provide an updated project plan, with contractor hours delineated at the task level, and if necessary subtask levels identifying actual hours expended, estimated hours to completion, originally planned hours per the original project plan submitted in the bid proposal, and variance of planned against actual accomplishments, when requested by the State.

# 3.21 Relational Database

In response to this RFP, the contractor is required to provide a relational database that makes the proposed solution fully operational. The Department of Law and Public Safety, of which the DCR is a part, has an installed base and staff proficient with Oracle suite of database server and development products. Further, Oracle is a documented technology standard for the State of New Jersey.

The database management system shall be ODBC compliant. The recommended operating system must be supported by multiple CPU manufacturers and be capable of supporting real-time applications. The Department also has an installed base and trained staff proficient with UNIX operating systems. The following operating system features are desired:

- Online or "hot" backup procedures performed while the system is operational should produce completely recoverable images or save-sets of data and system disks with no loss of data.
- Capability to produce an audit trail of all login attempts, both successful and unsuccessful.

Current Oracle deployment platform for the Department of Law & Public Safety

Hardware: SUN E-450

Operating System: SUN Solaris 2.6 through Solaris 8
Database: Oracle 8.0.5 through Oracle 9I

Application Software: Oracle Developer 2000

### 4.0 Proposal Preparation and Submission

#### 4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

# 4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME. All of this information is set forth at the top of the RFP cover sheet.

### 4.3 Number of Bid Proposal Copies

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit eight **(8) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

# 4.4 Proposal Content

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

Section 1 – Forms (Section 4.4.1)

Section 2 – Technical Proposal (Section 4.4.2)

Section 3 – Organizational Support and Experience (Section 4.4.3)

Section 4 – Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
		Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		<u>4.4.1.1</u>	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
1	Forms	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		<u>4.4.1.4</u>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
	Technical Proposal	<u>4.4.2.1</u>	Management Overview
		<u>4.4.2.2</u>	Contract Management
2		<u>4.4.2.3</u>	Contract Schedule
		<u>4.4.2.4</u>	Mobilization and Implementation Plan
		<u>4.4.2.5</u>	Potential Problems
		4.4.3.1	Location
	Organizational	<u>4.4.3.2</u>	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
	Support and	<u>4.4.3.4</u>	Backup Staff
3	Experience	<u>4.4.3.5</u>	Organization Chart (Entire Firm)
	Proposal Proposal	<u>4.4.3.6</u>	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules ( <u>Attachment 5</u> )

### 4.4.1 Section 1 – Forms

# 4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

# 4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

#### 4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

# 4.4.1.4 Set Aside Contracts – Not applicable to this procurement.

### 4.4.1.5 Bid Bond – Not applicable to this procurement.

# 4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

### 4.4.2.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

### 4.4.2.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

### 4.4.2.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

### 4.4.2.4 Mobilization and Implementation Plan

This Section of the bidder's response proposal shall set forth in detail the bidder's plans and approach for completing all tasks, or other work elements required by the Scope of Work. The State desires a Case Management solution that integrates workflow, document, and case management, word processing, email and a relational database. The task list should include all tasks necessary for a complete solution, however, the State may choose to implement in a modular approach (e.g., case management and workflow in phase #1, document management in phase #2). Therefore, the bidder shall include in its plan any difficulties with accommodating this approach.

A task or other work element is defined as a discrete unit of work to be performed. For each task, or other work element, the bidder will propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable will be cross-referenced to the appropriate RFP task, or other work element.

The bidder must detail how it intends to complete the required work. The bidder's response should clearly cross-reference RFP Section and/or task or other work element numbers as well as RFP page numbers.

If the Scope of Work Section of this RFP does not specifically contain or refer to tasks, sub-tasks or specific work elements, the bidder should further develop the Scope of Work contained in the RFP in its bid proposal submitted in response to this RFP. This should take the form of a detailed, step-by-step description of the work to be performed by the bidder. The detailed description should be organized logically to reflect the order in which the work will be performed. The sequence of work should be structured in a manner, which identifies the major tasks, sub-tasks or other work elements, which are necessary in performing the piece of work.

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

- a. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of thirty (30) days from the date of notification of award.
- b. The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of thirty (30) days.

**NOTE**: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

- c. The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.
- d. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.
- e. The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

# 4.4.2.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

## 4.4.2.6 Implementation Plan

A proposed implementation plan is depicted with the envisioned steps and minimum deliverables expected by the State of New Jersey. The bidder shall either accept this plan or provide an alternative plan in its bid proposal that includes at a minimum the steps and deliverables defined below.

A draft project plan must be included as part of the bid proposal. In providing a project plan the bidder should utilize accepted project management methodologies, e.g., Gantt charts to identify tasks and deliverables, itemize the start date, end date, resources required to satisfy the requirements outlined in

Section 3.19, Implementation Plan. Updated project plans shall be provided to the State project management team on a bi-weekly basis as outlined in Section 3.21, Status Reports. The bidder shall also present the schedule by task / sub-task, and describe the contract scheduling and control methodology to be used on this project.

The bidder shall provide a payment schedule, including cost associated by deliverable.

#### 1. Setup and Gap Analysis

Includes the setup, installation and trial of "off-the-shelf" software, if relevant.

Description: Installation of packaged software to be used to determine the essential customizations.

After installation and setup, a gap analysis will be conducted to determine application gaps.

*Deliverables:* Installed non-customized software, gap analysis, and required customizations. (The State will review and approve bidder suggestions for customization.)

### 2. Detail Project Plan

Description: The bidder shall provide a detailed project plan that identifies and schedules, minimally, each step contained in the implementation plan. The contractor shall develop a final payment schedule subject to State acceptance and approval. Payment will be based on acceptance by the State of each deliverable in the Project Plan.

Deliverables: Project Plan and Payment Schedule

# 3. Development of design specifications

Description: Specify a design approach of appropriate methodology specific to proposed development environment, to incorporate minimally, the specification of system screens, views, reports, work flows, data flows, data structures, and any other design elements required to implement the proposed solution. Deliverables: Design specification document

#### 4. Create test environment

Description: Setup of the software.

Deliverables: Setup test environment.

# 5. Development of customized code

Description: Programming and unit testing of the custom code.

Deliverables: Software that includes customizations as agreed upon by the DCR.

#### 6. Template Generation

*Description:* The bidder shall provide (25) custom templates selected by DCR for the generation of letters, briefs, findings, etc. This phase will provide DCR with a starting point for creating templates independent of the bidder.

Deliverables: Starter set of 25 customized word processing templates.

#### 7. Workflow Creation

*Description:* The bidder shall develop workflow processes to support the workflow and activities specified in Section 3.8, Specification of Workflow Processes.

Deliverables: Established workflow models and written statement of completion.

#### 8. Data Conversion and Load to the Test Database

Description: DCR Oracle legacy data is converted to new database. The bidder will specify the data file conversion formats. DCR will coordinate with OIT and/or OAG for the development and testing of the file extracts that the bidder has specified.

*Deliverables:* DCR: Data files, Contractor: File formats, written statement of completion, fully converted database containing current legacy data.

# 9. Systems and Integration Test of Customized Code (this must be performed on-site)

Description: Systems and integration testing of the custom code, including volume testing and performance response time testing.

Deliverables: Test plan, test results, fully tested software (excluding user acceptance testing).

# 10. Acceptance Testing

Description: The goal of this user test is to ensure that all system functions work as required, and that data has been converted successfully from the previous systems to the new applications. This testing occurs before the system is released into production. All system functions shall be fully tested. Deliverables: Test cases, Recommended Acceptance Test Plan, Final Acceptance Test Plan, results of acceptance testing, Log of Test Problems and their analysis and resolution, and CMS approved for implementation.

### 11. Create production database on State-owned server

*Description:* Migrate test environment to a production environment. DCR will provide the contractor system specifications/configuration information, and remote access and login parameters for the server that will support the applications.

Deliverables: Written statement of completion.

#### 12. Training

Description: On-site training shall include lecture, discussion, and hands-on system use for both the User and System Administration levels. It is key that knowledge-transfer of the system occur between the Contractor and State technical personnel responsible for supporting the application after implementation. Deliverables: Training plan, training materials, on-site training, written statement of phase completion.

### 13. Data Conversion and Load to the Production Database

*Description:* Final data conversion process to ensure that all DCR data is available in the new system. *Deliverables:* Fully converted production database and written statement of phase completion.

# 14. System Rollout

Description: The applications shall be made available to all system users based upon an agreed release schedule. System rollout plans include a pilot and rollout out by DCR location, with an anticipated schedule to begin at Newark, then Trenton, Atlantic City, Camden, and Paterson. Deliverables: Rollout plan, fully operating system rolled out to all users, written statement of phase completion.

### 15. Warranty and Follow-On Support

Deliverables: Warranty and technical support.

### 4.4.2.7 Software Source Code Escrow

The bidder shall provide information in its bid proposal for access to application source code by the State of New Jersey. All options available should be discussed. In addition, any impact on software warranty, maintenance, ownership, etc., should be addressed. Samples of escrow or licensing agreements should be included. A State recommended escrow agreement is included as Appendix H.

#### 4.4.3 Section 3 – Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

### 4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

### 4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

#### 4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

# 4.4.3.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

### 4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

# 4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

In addition, the bidder should provide a complete list of all contracts that it has lost or had terminated during the last three (3) years, along with the reason each contract was lost or terminated.

# 4.4.3.7 Financial Capability of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

### 4.4.3.8 Subcontractor(s)

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

### 4.4.4 Section 4 – Cost Proposal

The price schedule is attached to this RFP as Attachment 5.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

It should be noted that the State reserves the right to procure select price lines for the solution proposed herein.

# 5.0 SPECIAL TERMS AND CONDITIONS

#### 5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Contractual Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Contractual Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### 5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

### **5.3** Business Registration – See Standard Terms & Conditions.

# 5.4 Contract Term and Extension Option

The term of the contract shall be for a period of four (4) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

# 5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

# 5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### 5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## 5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### 5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

# 5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

# 5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

### 5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

# 5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

### 5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

### 5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract

Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

#### 5.16 Claims and Remedies

#### 5.16.1 Claims

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

#### 5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.16.3 Remedies for non-performance

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

# 5.17 Late Delivery and Liquidated Damages

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

# 5.18 Retainage

The amount of retainage is noted on the RFP cover sheet (Page 3 of this RFP). The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

## 5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask.

The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

# 5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

# **5.22** Contract Price Increase (Prevailing Wage) – Not applicable to this procurement.

# 5.23 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

# 5.24 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

# 5.24.1 Payment to Contractor – Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

### **5.25 Contract Activity Report** – Not applicable to this procurement.

### 6.0 Proposal Evaluation / Contract Award

# 6.1 Proposal Evaluation Committee

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

# 6.2 Oral Presentation and/or Clarification of bid Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

# 6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

- 6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP
- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- c. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- e. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

# 6.3.2 Bidder's Cost Proposal

For evaluation purposes, bidders will be ranked according to the total bid price in Attachment 5.

# 6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

# 7.0 BIDDER DATA SHEETS

The bidder should fully complete and submit the following Bidder Data Sheets. Failure to satisfactorily complete and submit the Bidder Data Sheet(s) may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

Bidders are strongly advised to use the State supplied Bidder Data Sheets, where supplied. Feel free to make additional copies if necessary.

# 7.1 Requirements Checklist

The following lists describe the requirements for Case Management, Workflow and Document Management software. Indicate on the checklist by placing an "X" in the appropriate box which requirements are satisfied and which requirements need customization.

**REQUIREMENTS CHECKLIST – Case Management Software Requirements** 

CMS	Case Management Software Requirement:	Does Not Meet Requirement – Requires Customization	Standard Feature – Meets Requirement
1	SQL Compliant		
2	Y2K Compliant		
3	Database software compatible with State/Department supported database environments		
4	Software development tools compatible with State/Department supported application development environments		
5	Provides a single normalized case management data repository for all case-related data		
6	All existing legacy data can be loaded into the case management data repository		
7	Generates sequences where required		
8	Provides a data dictionary		
9	Allows for field level masks, formatting, validation, help		
10	Provides Lists of Values, where required		
11	Validation and/or list of values are code table driven		
12	Dates are stored in a format which allows date calculations (including but not limited to addition, subtraction, and averaging)		
13	Privileges related to viewing, adding, deleting, or editing case related data determined by pre-set roles		
14	Provides a means of adding, editing and defining unique activity attributes (activity specifications)		
15	Overall closeness of fit with data requirements specified in Appendix B		
16	Permits drill-down from case lists, to specific case, to case action associated with case		
17	Provides forms for entering case-related data		
18	Provides shortcut forms/menus for printing documents		
19	Allows a single user to view information regarding up to three (3) cases simultaneously		
20	Allows more than one user to view a specific case history at the same time		
21	Meets requirements stated in business rules (Appendix G)		

REQUIREMENTS CHECKLIST – Workflow Management Software Requirements

	LEGOTILINE IN TO OTTEONED T - WORKHOW Managemen		
		<b>Does Not Meet</b>	
WMS	Workflow Management Software Requirement:	Requirement –	Feature –
VVIVIO	Workhow Management Software Requirement.	Requires	Meets
		Customization	Requirement
1	Integrate with word processing and document management.		
2	Allow retrieval/submission of forms (screens) to enter		
	Relational database fields and text to be obtained from word		
	processing templates and free text.		
3	Send documents to parties based on predefined work rules		
3	as well as ad hoc actions. Not every action type will have a		
	predetermined path.		
4	Track various date fields, i.e. date received, date created		
4			
	expected completion date, actual completion date.		
5	Relate documents to actions (work processes).		
6	Integrate with Relational database and an application		
	development tool (i.e., Oracle/Developer 2000 or Visual		
	Basic).		
7	Send e-mail reminders/notifications to parties receiving work		
	/document (may also be in form of work list e-mail or list		
	option to be specified).		
8	Set default due dates for all actions.		
9	Define successor action types e.g. after a specified number of		
	days successor action is to be triggered. Automatic ticklers		
	should be generated after a certain period of time after an		
	action. Extensions should be permitted.		
10	Create and send packages (e.g. folder or set of documents)		
	based upon action types.		
11	Case Actions serve as triggers to generate Case Documents.		
	For example, printing an Acknowledgement Letter upon		
	receipt of a Motion.		
12	Utilizes e-mail system		
12	(current standard: GroupWise).		
	(Current Standard: Groupwise).		
13	Alert user of actions due or about to become due (ability to		
10	limit number of actions).		
14	Alert supervisors to overdue actions.		
15	Present users with a worklist to be completed by due date.		
16	Track who is in possession of a case file.		
17	Generally conform to WAPI or MAPI-WF or other WF		
	standards to permit modular replacement/updates of workflow		
	management software and other system infrastructure		
40	components (e.g. MS Exchange).		
18	Ready to use out-of-the-box		
19	Customization required		
20	Ability to systematically insert and track dates.		
21	Ability for authorized users to add, change, or cancel		
	reminders, manually.		
22	Ability to set deadlines for Actions for a Case assigned to		
	them, or to one of their subordinates. Establish triggers or		
	reminders when deadline dates are exceeded.		
23	Follow-up actions must automatically be created by the		
	system, e.g. 'transfer file to' Case Action automatically creates		
	a corresponding 'file received' Case Action.		
L			

24	Specific triggers must automatically generate actions, e.g., generate a 13 day letter upon receipt of the initial decision from OAL; then generate tickler in 13 days, then track a final decision due within 45 days from receipt of initial decision; and then generate Extension Cover Letter, Order of Extension and Service List 35-40 days from receipt of Initial OAL Decision.	
25	System must log external events, e.g., motions received.	
26	Ability to capture and update contact information e.g. names addresses and e-mail addresses.	
27	Ability to send and receive email with attachments across the Internet to Involved Parties (addresses stored in system).	
28	Track who has custody of a case file.	
29	System must automatically alert targeted recipient on 'incoming' transfer of a case.	
30	System must retain system alert (sent/received status) of transferred cases until recipient records 'date received'.	
31	System must produce Activity Logs, e.g. online logs by user, priority log by user and daily activities.	
32	Provide special handling indicator as an attribute of a case to highlight cases that require special attention. Display priority 'hot cases' in red.	
33	The system requires customizable notification lists (for each level of alarms) so that senior executives are not notified automatically about all alarms, but rather the more important chosen alarms.	

REQUIREMENTS CHECKLIST - Document Management Software Requirements

	EQUIREMENTS CHECKLIST - Document Manageme		quirements
DMS	Document Management Software Requirement	Does Not Meet Requirement	Standard Feature –
		<ul><li>Requires</li><li>Customization</li></ul>	Meets Requirement
1	Create documents by merging data elements from the		
	database into any of the approximately 300 predefined word		
	processing document templates. The system must create the		
	file, name it, and save the fully qualified filename as a		
	'document pointer' in the database.		
3	Integrate with word processing.		
3	Invoke the word processor from the Case Management		
	System to insert free form text into documents and boilerplate		
	text, edit and print documents. Database fields and text should be entered from the same screen or set of screens.		
4	Use the Case Management System to search the database to		
4	find documents and then invoke the word processor from		
	within the Case Management application to view, edit, or		
	reprint the document.		
5	To be fully integrated with workflow management		
	software.		
6	Ability to send document to different staff members (one at a		
	time) maintaining different versions of the document for a		
	specified period of time. The most recent version of the		
	document is always the 'real' copy. Track editing of a		
	document as it passes to different reviewers. Delete (or		
	move to storage) documents after the retention period		
	expires.		
7	Provide ability to take a copy of a document to revise and		
8	then load back from the application.		
0	Allow access to electronic documents only through the application. Downloaded documents must be marked as		
	"checked out." Uploaded documents must be marked as		
	"checked in."		
9	Provide quick text search capability and search on specific		
	data fields or keywords. Allow for complex searches (multiple		
	passes) and drill down to documents.		
10	Document templates need to be linked to case action types		
	(specific work processes). There will be one document or		
	package of documents per action.		
11	In general, all users must have read-only access except to		
	specific types of documents. Limit updates to the person held		
1	accountable for the action. Keep an audit log of changes- i.e.		
40	who changed the document and when it was changed.		
12	Response time must be quick- i.e. 5 second response time for		
	opening and closing individual documents. Complex text		
13	searches through many documents may take longer.		
13	System must ensure that only one user is permitted to change a document at a time. Once a document is 'checked		
	back in', it may be viewed / changed by authorized users.		
14	Specify retention for document types.		
15	Specify security of document types by user / role.		
16	Generally conform to WAPI or MAPI-WF or other WF		
10	Concrains Connorm to WALLOUINAL FVVI OF OTHER VVF		

system components.  17 Ready to use out-of-the-box  18 Customization required  19 System will produce the EEOC charge of discrimination from the Verified Complaint.  20 Select issue and statute specific boilerplate for inclusion in the Verified Complaint.	
18 Customization required 19 System will produce the EEOC charge of discrimination from the Verified Complaint. 20 Select issue and statute specific boilerplate for inclusion in the Verified Complaint.	
19 System will produce the EEOC charge of discrimination from the Verified Complaint.  20 Select issue and statute specific boilerplate for inclusion in the Verified Complaint.	
the Verified Complaint.  20 Select issue and statute specific boilerplate for inclusion in the Verified Complaint.	
the Verified Complaint.	
21 Spell checking must be available for all text data entry.	
22 All forms must be stored in one central location.	
23 The application must be able to update boilerplate text.	
24 Boilerplate text must be changeable when working on a specific case, i.e. Basis of Complaint.	
Flag all documents with a discoverable/non-discoverable indicator, and provide for batch printing of all discoverable documents associated with a case.	
Ability to merge information about a complaint, complainant, respondent, etc. into a 'shell document' that a staff member wishes to create, automatically.	
27 Ability to cut and paste into legal documents.	
28 Ability to access documents from history.	
29 The system must maintain a history of changes to a document throughout the review and approval process. The final version of an approved document should be identifiable.  After retention period has passed, history may be deleted.	
30 Upon completion of document search, sort 'found' documents by docket # (descending date order).	
Restrict inquiry access to Summary 'Productivity' Information to Management, Supervisors and respective Unit Staff only.	
32 Limit inquiry access to 'approved' documents to Management, Supervisors and respective Unit Staff; restrict peer to peer access below Regional Supervisor level.	
Ability to flag a document as 'viewable' or 'non-viewable' to other users.	
34 Ability to flag 'model' documents for training purposes.	

# 7.2 IT CHECKLIST

The bidder must provide as part of its bid proposal this summary information of all architecture components and specifications required to deliver its proposed solution. If an item is not applicable to the bidder's solution, the item must be marked as such.

Item	Specifications
n Tier Architecture	opecinications -
Provide architectural diagram of components	
1 Tovide architectural diagram of components	
Web Server Hardware (identify and list specs)	
Indicate hardware components	
maioate naraware componento	
Web Server Software (identify and list specs)	
Indicate software components, e.g., HTML, images	
App Server Hardware (identify and list specs)	
Indicate hardware components	
,	
App Server Software (identify and list specs)	
Indicate software components, e.g., EJBs, JSPs	
Database (identify and list specs)	
Indicate database product(s)	
Database Server Hardware (identify and list	
specs)	
Indicate hardware components	
Database Server Software (identify and list specs)	
Indicate software components	
Desktop Hardware (identify and list specs)	
Indicate desktop hardware	
Dockton Coffware (identify and list anges)	
Desktop Software (identify and list specs) Indicate desktop platform software	
Describe how same will be managed/distributed	
Identify size and frequency of downloading	
identity size and frequency of downloading	
Browser Requirements (identify and list specs)	
Indicate software/version requirements	
Report Writers (identify and list specs)	
Indicate product/version requirements	
Indicated ad hoc and standard reporting tools	
Languages (identify and list specs)	
e.g., J2EE compliant, Java-based, EJBs, HTML,	
XML, JSPs, JavaScript, Java Beans, Servlets	
Will the solution use:	
TCP/IP protocols (Yes or No)	
. ,	

Data/File Transfers (identify and list specs)	
Indicate product/version requirements (SFT,	
Connect:Direct)	
System Management (identify and list specs)	
Indicate product/version requirements (Tivolo,	
Peregrine)	
Testing/Performance Assessment Tools	
(identify and list specs)	
Indicate product/version requirements	
Security (identify and list specs)	
Controlled through application	
Authenticated through NJ Portal	
Use PKI	
SSL, encryption in transport/storage	
Data Warehouse / Cleansing Tools (identify and	
list specs)	
Indicate products for data conversion	
Indicate products for data warehousing	
A 11 41 14 41 TO 17 17 17 17 17 17 17 17 17 17 17 17 17	
Application Integration Tools (identify and list	
specs)	
Indicate product/version requirements, e.g.,	
WebSphere, Transaction Gateway	
Other Tools / Technologies (identify and list	
specs)	
Identify category / vendor / version information	
e.g., GIS, Imaging, Office Suite Integration	
e.g., eForms, eMail, etc.	
0 ,	
All Other Components (identify and list specs)	

# 8.0 PRICE SHEETS

SPECIFICATIONS	ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8 <sup>TH</sup> FL	NUMBER: 04 - R - 35985 OPEN DATE : TIME: T-NUMBER: T-2251		
P.O. BOX 320 TRENTON, NEW JERSEY 08625-0230	BIDDER:		

LINE NO	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 661350 / S006 DIVISION ON CIVIL RIGHTS CONSOLIDATED ADMIN. & SUPPORT SVS. 140 EAST FRONT STREET, 4 <sup>TH</sup> FLOOR PO BOX 184 TRENTON, NJ 08625-0184				
00001	COMMODITY CODE: 254-30-053539 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	TASK		
00002	COMMODITY CODE: 254-30-053540 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE SETUP (E.G., ESTABLISHING DCR-SPECIFIC WORKFLOW PROCESS)	1	TASK		
00003	COMMODITY CODE: 254-30-053541 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK		
00004	COMMODITY CODE: 254-30-053542 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK		
00005	COMMODITY CODE: 254-30-053543 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE TESTING	1	TASK		
00006	COMMODITY CODE: 254-30-053544 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE TRAINING	1	TASK		
00007	COMMODITY CODE: 254-30-053545 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE IMPLEMENTATION	1	TASK		
00008	COMMODITY CODE: 254-30-053546 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DOCUMENTATION	1	TASK		
00009	COMMODITY CODE: 254-30-053547 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ON-GOING SUPPORT	1	TASK		
00010	COMMODITY CODE: 254-30-053548 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DATA CONVERSION	1	TASK		
00011	COMMODITY CODE: 254-30-053549 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE	1	TASK		

	DATA INTERFACES			
00012	COMMODITY CODE: 254-30-053550 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION	1	TASK	
00013	COMMODITY CODE: 254-30-053551 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE TOTAL FOR WORKFLOW MANAGEMENT MODULE	1	TASK	
00014	COMMODITY CODE: 254-30-053552 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	TASK	
00015	COMMODITY CODE: 254-30-053553 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	TASK	
00016	COMMODITY CODE: 254-30-053554 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	TASK	
00017	COMMODITY CODE: 254-30-053555 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	TASK	
00018	COMMODITY CODE: 254-30-053556 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE SETUP	1	TASK	
00019	COMMODITY CODE: 254-30-053557 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK	
00020	COMMODITY CODE: 254-30-053558 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK	
00021	COMMODITY CODE: 254-30-053559 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TESTING	1	TASK	
00022	COMMODITY CODE: 254-30-053560 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TRAINING	1	TASK	
00023	COMMODITY CODE: 254-30-053561 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE IMPLEMENTATION	1	TASK	
00024	COMMODITY CODE: 254-30-053562 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE DOCUMENTATION	1	TASK	
00025	COMMODITY CODE: 254-30-053563 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ON-GOING SUPPORT	1	TASK	
00026	COMMODITY CODE: 254-30-053564 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TEMPLATE CREATION (25 TOTAL)	1	TASK	
00027	COMMODITY CODE: 254-30-053565 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE	1	TASK	

	DATA INTERFACES			
00028	COMMODITY CODE: 254-30-053566 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION	1	TASK	
00029	COMMODITY CODE: 254-30-053567 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TOTAL FOR DOCUMENT MANAGEMENT MODULE	1	TASK	
00030	COMMODITY CODE: 254-30-053568 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	TASK	
00031	COMMODITY CODE: 254-30-053569 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	TASK	
00032	COMMODITY CODE: 254-30-053570 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	TASK	
00033	COMMODITY CODE: 254-30-053571 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	TASK	
00034	COMMODITY CODE: 254-30-053572 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE SETUP	1	TASK	
00035	COMMODITY CODE: 254-30-053573 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK	
00036	COMMODITY CODE: 254-30-053574 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK	
00037	COMMODITY CODE: 254-30-053575 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE TESTING	1	TASK	
00038	COMMODITY CODE: 254-30-053576 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE TRAINING	1	TASK	
00039	COMMODITY CODE: 254-30-053577 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE IMPLEMENTATION	1	TASK	
00040	COMMODITY CODE: 254-30-053578 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE DOCUMENTATION	1	TASK	
00041	COMMODITY CODE: 254-30-053579 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ON-GOING SUPPORT	1	TASK	
00042	COMMODITY CODE: 254-30-053580 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE DATA INTERFACES	1	TASK	
00043	COMMODITY CODE: 254-30-053581	1	TASK	

	ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION			
00044	COMMODITY CODE: 254-30-053582 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE TOTAL FOR CASE MANAGEMENT MODULE	1	TASK	
00045	COMMODITY CODE: 254-30-053583 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	TASK	
00046	COMMODITY CODE: 254-30-053584 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	TASK	
00047	COMMODITY CODE: 254-30-053585 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	TASK	
00048	COMMODITY CODE: 254-30-053586 DCR CASE MANAGEMENT SYSTEM DATA INTERFACE TO CASE MANAGEMENT REPOSITORY	1	TASK	
00049	COMMODITY CODE: 254-30-053587 DCR CASE MANAGEMENT SYSTEM DATA INTERFACE TO WORKFLOW MANAGEMENT REPOSITORY	1	TASK	
00050	COMMODITY CODE: 254-30-053588 DCR CASE MANAGEMENT SYSTEM DATA INTERFACE TO ORACLE/BUSINESS OBJECT REPOSITORY	1	TASK	
00051	COMMODITY CODE: 254-30-055140 DCR CASE MANAGEMENT SYSTEM TOTAL DATA INTERFACES	1	TASK	
00052	COMMODITY CODE: 254-30-055141 ****HOURLY RATES LINE ITEM****		HOUR	
	DO NOT BID THIS LINE  THIS LINE WILL BE USED PER RFP SECTION 5.23			

	YEAR 1	YEAR 2	YEAR 2	YEAR 4
TOTAL FIXED PRICE ITEMS (INCLUDE 00001 - 00051)	\$	\$	\$	\$
TOTAL BID PRICE (YEARS 1 - 4)				\$